



Jeffrey A. Meyers
Commissioner

Lorraine Bartlett
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
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March 17, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with Southern New Hampshire Services, Inc. (Vendor # 91891), 40 Pine Street, Manchester NH 03103, for the provision of statewide Child Care Resource and Referral services by adjusting certain budget line items for State Fiscal Year 2016 in order to meet specific needs, with no change to the price limitation or the contract end date of June 30, 2017. Governor and Executive Council approved the original contract on May 27, 2015 (Item #21). This is a zero cost amendment.

Funds to support this request are available in the following account in State Fiscal Years 2016 and 2017 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years, if needed and justified, without further approval of the Governor and Executive Council.

05-95-42-421110-29780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Fiscal year	Class/Object	Class Title	Activity Code	Amount
2016	102-500731	Contracts for Program Services	42117709	\$990,000
2017	102-500731	Contracts for Program Services	42117709	\$990,000
			Total	\$1,980,000

EXPLANATION

The purpose of this request is to allow the vendor to adjust budget line items in order to meet contract requirements. The original budget was constructed conservatively for the potential of being fully staffed upon the contract effective date. The vendor's hiring process to find qualified staff resulted in the vendor's need to adjust program operations. The change in operations has resulted in a request from the vendor to adjust several of the budget line items in order to properly meet contract requirements.

5A
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Salaries and benefits will be decreased by \$79,345 due to unexpected staffing changes. The budget was designed with the expectation of being fully staffed. However, it is taking longer than expected to fill vacant positions. Occupancy will be decreased by \$1,186 as it took three months to identify and occupy all regional office spaces. Purchase and depreciation will increase by \$11,600 since desktop computers will be replaced with the purchase of eight Wi-Fi capable tablets which will provide timely services in all regions. Travel costs have increased by \$10,000 due to the staff providing services in areas that were not yet staffed. Telephone will increase by \$3,800 due to the need to purchase "hot spots" which will allow them to access information and resources in order to enhance the delivery of services provided in areas with poor Wi-Fi signal. Liability Insurance has increased by \$1,186, the actual cost was higher than anticipated. Software will increase by \$23,000 through the purchase custom enhancements to the NH Professional Registry which will streamline tasks and will allow staff to provide more direct services. Marketing will increase by \$4,000 to support the cost of preprinted referral packets and marketing materials which will free up staff and lower the cost of printing supplies. Indirect costs will increase by \$14,945 since the rate is negotiated annually at a rate of less than 10.1% for expenses occurring during the contract period.

The Child Care Resource and Referral program is statewide and assists families in securing high quality child care for their children; referring families to community supports, as needed; and assisting child care programs to improve program quality through a web-based network of services. ChildCare Aware of New Hampshire provides a variety of information and resources to families which include an online provider search, links to a variety of family and community resources, as well as information regarding financial assistance. Child care service providers are linked to professional resources, technical assistance and the training academy which improves program quality.

The Division for Children, Youth and Families Child Development Bureau administers funds available through the Federal Office of Child Care Child Care and Development Fund. These funds support eligible low-income families by providing child care financial assistance and by supporting a variety of activities that assist them in securing high quality child care. These federal funds also support continuous quality improvement of early childhood and child care programs through a variety of trainings which include Child Care Licensing Orientation, Medication administration and On-line Early Childhood Education courses. Targeted technical assistance regarding Emergency Preparedness, Credentialing, and NH Early Learning Guidelines/Standards is also provided, which result in positive outcomes for children.

The ability to consistently collect, utilize and report accurate data is necessary to meet the requirements of the Federal Office of Child Care and the recently reauthorized Child Care and Development Block Grant. This is accomplished through this contract by use of the Child Care Aware® of America data suite.

This contract was competitively bid.

The attached contract includes the option for the Department to renew the contract for up to three (3) periods of two (2) years each, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

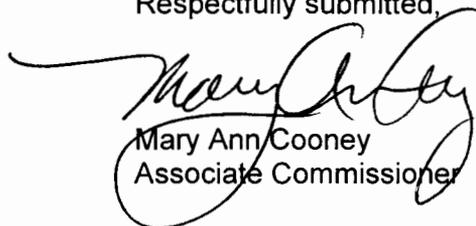
Should the Governor and Executive Council not approve this request Child Care Resource and Referral services will not be available to families and child care programs, which could result in lack of alignment in child care practices and/or services including failure to increase access to high quality child care for low-income families. This would also result in DCYF being out of compliance with the Child Care and Development Fund Federal Plan and the new requirements of the Child Care and Development Block Grant Act, signed into law on November 19, 2014.

Source of Funds: 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.575, Federal Agency Department of Health and Human Services, Administration for Children and Families, Child Care and Development Block Grant

Area Services: Statewide

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Child Care Resource and Referral Services Contract**

This first (1st) Amendment to the Child Care Resource and Referral Services contract (hereinafter referred to as "Amendment #1") dated this 16th day of February, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Pine Street, Manchester, New Hampshire.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 27, 2015 (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 this agreement may be amended only by an instrument in writing signed by the parties hereto and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS the State and the Contractor have agreed to amend Exhibit B and Exhibit B-1, Budget Period 7/1/2015 – 6/30/2016 of the contract; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Replace Exhibit B-1, Budget Period 7/1/2015 – 6/30/2016 with:
Exhibit B-1, Amendment #1
2. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 2.2 to read:
 - 2.2. Expenditures shall be in accordance with the approved line item budgets shown in Exhibit B-1, Amendment #1 and Exhibit B-1, Budget Period: July 1, 2016-June 30, 2017.
3. Exhibit B, Method and Conditions Precedent to Payment, add:
 7. Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of amounts between budget line items and/or State Fiscal Years, related items, and amendment of related budget exhibits, can be made by written agreement of both parties and does not require additional approval of the Governor and Executive Council.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.

**New Hampshire Department of Health and Human Services
Child Care Resource and Referral Services**



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/22/16
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

February 18, 2016
Date

Southern New Hampshire Services, Inc.
Janet L. Bean
Name/Title Executive Director

Acknowledgement:

State of New Hampshire, County of Hillsborough on February 18, 2016 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Debra D. Stohrer
Name and Title of Notary or Justice of the Peace

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020

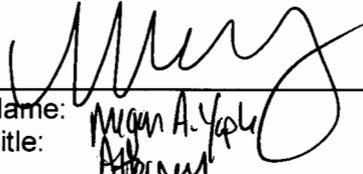


**New Hampshire Department of Health and Human Services
Child Care Resource and Referral Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 4/12/16


Name: _____
Title: Megan A. York
Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Exhibit B-1, Amendment #1
Budget Form

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: Statewide Child Care Resource and Referral Services
(Name of RFP)

Budget Period: July 1, 2015 - June 30, 2016

Line Item	Total Program Cost		Contractor Share / Month		Funded by Direct Contract Share		Total
	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1. Total Salary/Wages	\$ 491,066.32	\$ -	\$ 4,443.92	\$ -	\$ 486,622.40	\$ -	\$ 486,622.40
2. Employee Benefits	\$ 144,831.36	\$ -	\$ 1,333.18	\$ -	\$ 143,498.18	\$ -	\$ 143,498.18
3. Consultants	\$ 51,500.00	\$ -	\$ 11,500.00	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 41,600.00	\$ -	\$ -	\$ -	\$ 41,600.00	\$ -	\$ 41,600.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 21,432.42	\$ -	\$ 3,000.00	\$ -	\$ 18,432.42	\$ -	\$ 18,432.42
6. Travel	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
7. Occupancy	\$ 22,314.00	\$ -	\$ -	\$ -	\$ 22,314.00	\$ -	\$ 22,314.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 16,530.00	\$ -	\$ -	\$ -	\$ 16,530.00	\$ -	\$ 16,530.00
Postage	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
Subscriptions	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,686.00	\$ -	\$ -	\$ -	\$ 1,686.00	\$ -	\$ 1,686.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ 47,000.00	\$ -	\$ -	\$ -	\$ 47,000.00	\$ -	\$ 47,000.00
Marketing/Communications	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00
Staff Education and Training	\$ 39,000.00	\$ -	\$ 4,000.00	\$ -	\$ 35,000.00	\$ -	\$ 35,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specific details mandatory): Indirect Costs	\$ -	\$ 92,677.00	\$ -	\$ 1,860.00	\$ -	\$ 90,817.00	\$ 90,817.00
TOTAL	\$ 923,460.10	\$ 92,677.00	\$ 24,277.10	\$ 1,860.00	\$ 899,183.00	\$ 90,817.00	\$ 990,000.00

10.0%

Indirect As A Percent of Direct

Contractor Initials *DL*
Date February 18, 2016

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jill Jamro, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southern New Hampshire Services, Inc.
(Agency Name)

2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on : December 7, 2015
(Date)

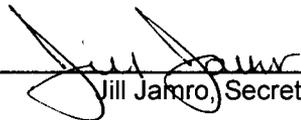
RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 18th day of February, 2016.
(Date Contract Signed)

4. Donnalee Lozeau is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



Jill Jamro, Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 18th day of February, 2016.

By Jill Jamro
(Name of Elected Officer of the Agency)



Notary Public

(NOTARY SEAL)

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

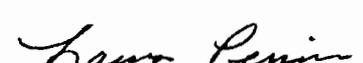
PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy PHONE (A/C No. Ext): (603) 669-3218 E-MAIL ADDRESS: kshaughnessy@crossagency.com	FAX (A/C No.): (603) 645-4331
	INSURER(S) AFFORDING COVERAGE	
INSURED Southern NH Services P.O. Box 5040 Manchester NH 03108	INSURER A: Philadelphia Ins Co	NAIC # 11030
	INSURER B: MEMIC Indemnity Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

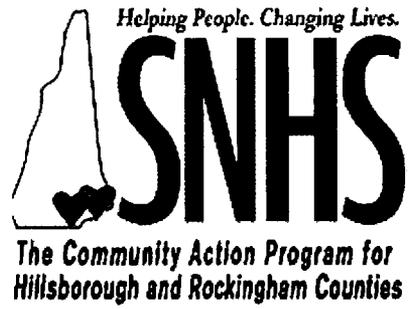
COVERAGES **CERTIFICATE NUMBER:** CL161359450 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1435688	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Employee Benefits						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liab			GENERAL AGGREGATE \$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:			PRODUCTS - COMP/OP AGG \$ 2,000,000			
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					\$	
A	AUTOMOBILE LIABILITY			PHPK1435688	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
				Underinsured motorist \$ 1,000,000			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB525652	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3102801290 (3a.) ME & NH All officers included	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime			PHPK1435688	12/31/2015	12/31/2016	Fidelity: \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER NH Dept of Health & Human Services Division for Children, Youth & Families 129 Pleasant Street Concord, NH 03301-3817	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Laura Perrin/KS5 



SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2014

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2014

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OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.
Mark R. Carrier, C.P.A.
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, C.P.A., C.V.A.

**Independent Auditor's Report on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance With *Government Auditing Standards***

To the Board of Directors
Southern New Hampshire Services, Inc.
Manchester, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of Southern New Hampshire Services, Inc. (the Organization), which comprise the combined statement of financial position as of July 31, 2014, and the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated April 30, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the combined financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's combined financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc.'s combined financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Ouellette & Associates, P.A.
Certified Public Accountants

April 30, 2015
Lewiston, Maine

OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.
Mark R. Carrier, C.P.A.
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, C.P.A., C.V.A.

**Independent Auditor's Report on Compliance for Each Major Program and on
Internal Control over Compliance and Schedule of Expenditures of
Federal Awards Required by OMB Circular A-133**

To the Board of Directors
Southern New Hampshire Services, Inc.
Manchester, New Hampshire

Report on Compliance for Each Major Program

We have audited Southern New Hampshire Services, Inc.'s (the Organization) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc.'s major federal programs for the year ended July 31, 2014. Southern New Hampshire Services, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Southern New Hampshire Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southern New Hampshire Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southern New Hampshire Services, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Southern New Hampshire Services, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2014.

Report on Internal Control over Compliance

Management of Southern New Hampshire Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southern New Hampshire Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged by governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the combined financial statements of Southern New Hampshire Services, Inc. as of and for the year ended July 31, 2014, and have issued our report thereon dated April 30, 2015, which contained an unmodified opinion on those combined financial statements. Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the combined financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

April 30, 2015
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2014

Federal Grantor Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Federal Expenditures
<u>U.S. Department of Agriculture:</u>			
<i>Direct Program</i>			
Beginning Farmer and Rancher Development Program	10.311	ASAP49400196014900120	\$ 119,529
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>			
Special Supplemental Nutrition Program for Women, Infants and Children	10.557	05-95-90-902010-5260	1,276,218 <u>54,148</u> 1,330,366
Commodity Supplemental Food Program	10.565	05-95-90-902010-5260	171,695
<i>Pass-Through State of New Hampshire Department of Education</i>			
Child and Adult Care Food Program	10.558		345,779 <u>510,799</u> 856,578
Summer Food Service Program for Children	10.559		56,797
Farmers' Market and Local Food Promotion Program	10.168		<u>7,469</u>
Total U.S. Department of Agriculture			<u>\$ 2,542,434</u>
<u>U.S. Department of Housing and Urban Development:</u>			
<i>Direct Program</i>			
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249		\$ 317,952
<i>Pass-Through Belknap Merrimack Community Action Program</i>			
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900		96,377
<i>Pass-Through the City of Nashua, NH</i>			
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900	NHLB0544-12	<u>57,665</u>
Total U.S. Department of Housing and Urban Development			<u>\$ 471,994</u>
<u>U.S. Department of Homeland Security:</u>			
<i>Pass-Through Regional United Way Agency</i>			
Emergency Food and Shelter National Board Program	97.024		\$ 24,035
Total U.S. Department of Homeland Security			<u>\$ 24,035</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

(Continued)

YEAR ENDED JULY 31, 2014

<u>Federal Grantor Pass-Through Grantor Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Identifying Number</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Labor:</u>			
<i>Direct Program</i>			
Youthbuild	17.274	YB-23504-12-60-A-33	\$ 446,302
<i>Pass-Through State of New Hampshire Department of Resources and Economic Development</i>			
<u>WIA Cluster</u>			
WIA Adult Program	17.258	0510-53360000-102-500731	1,959,425
WIA – Dislocated Worker Formula Grants Total WIA Cluster	17.278	0510-53360000-102-500731	<u>2,424,894</u> 4,384,319
WIA – Incentive Grants - WIA Section 503	17.267	0510-53360000-102-500731	289,550 <u>158,022</u> 447,572
WIA – National Emergency Grants	17.277	0510-53360000-102-500731	<u>1,086,519</u>
Total U.S. Department of Labor			<u>\$ 6,364,712</u>
<u>U.S. Department of Energy:</u>			
<i>Pass-Through State of New Hampshire Governor's Office of Planning</i>			
Weatherization Assistance for Low-Income Persons	81.042	EE0006169	\$ 373,596 <u>14,567</u> 388,163
<i>Pass-Through State of New Hampshire Community Development Finance Authority</i>			
Energy Efficiency and Conservation Block Grant Program - ARRA	81.128		<u>12,050</u>
Total U.S. Department of Energy			<u>\$ 400,213</u>
<u>U.S. Department of Education:</u>			
<i>Pass-Through State of New Hampshire Department Of Education</i>			
Adult Education – Basic Grants to States	84.002	47013 47018 57001	\$ 35,540 97,947 <u>3,548</u>
Total U.S. Department of Education			<u>\$ 137,035</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

(Continued)

YEAR ENDED JULY 31, 2014

Federal Grantor Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Federal Expenditures
<u>U.S. Department of Health and Human Services:</u>			
<i>Direct Program</i>			
Head Start	93.600	01CH2057/01	\$ 5,307,299
<i>Pass-Through State of New Hampshire Office of Energy and Planning</i>			
Low-Income Home Energy Assistance	93.568	G-14B1NHLIEA	9,236,675 189,770 <u>265,360</u> 9,691,805
Special Programs for the Aging Title III Part B Grants for Supportive Services and Senior Centers	93.044	14AANHT3SP	14,514
<i>Pass-Through State of New Hampshire Department Of Health and Human Services</i>			
Temporary Assistance for Needy Families	93.558	05-95-45-450010-61270000	3,006,742
Community Services Block Grant	93.569	05-95-45-450010-7148	1,207,441
Community Services Block Grant – Discretionary Awards	93.570		40,164
<u>CCDF Cluster</u>			
Child Care and Development Block Grant	93.575	05-95-42-421110-2978000	463,986
Child Care Mandatory and Matching Funds of The Child Care and Development Fund Total CCDF Cluster	93.596		<u>916,304</u> 1,380,290
<i>Pass-Through Manchester Community Health</i>			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243		<u>40,978</u>
Total U.S. Department of Health and Human Services			<u>\$ 20,689,233</u>
<u>Corporation for National and Community Services:</u>			
<i>Direct Program</i>			
Retired and Senior Volunteer Program	94.002	14SRANH003	<u>\$ 129,685</u>
Total Corporation for National and Community Services			<u>\$ 129,685</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$30,759,341</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2014

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Southern New Hampshire Services, Inc. and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the combined financial statements.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule of expenditures of federal awards are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

NOTE 3: SUBRECIPIENTS

Of the federal expenditures presented in the schedule of expenditures of federal awards Southern New Hampshire Services, Inc. provided subrecipients with federal awards under the following programs:

<u>Title</u>	<u>CFDA Number</u>	<u>Subrecipient Award</u>
WIA Adult Program	17.258	\$330,049
WIA – Dislocated Worker Formula Grants	17.278	373,213
Temporary Assistance for Needy Families	93.558	907,896

NOTE 4: HEAD START PROGRAMS CFDA #93.600

In accordance with terms of the grant award, the Organization has met its matching requirements during the year ended July 31, 2014

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JULY 31, 2014

Section I Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:
 Material weakness(es) identified? Yes No

Significant deficiency(ies) identified? Yes None reported

Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:
 Material weakness(es) identified? Yes No

Significant deficiency(ies) identified? Yes None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133? Yes No

Identification of major programs:

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
Special Supplemental Nutrition Program for Women, Infants and Children	10.557
Low-Income Home Energy Assistance	93.568

Dollar threshold used to distinguish between Type A and Type B programs: \$922,780

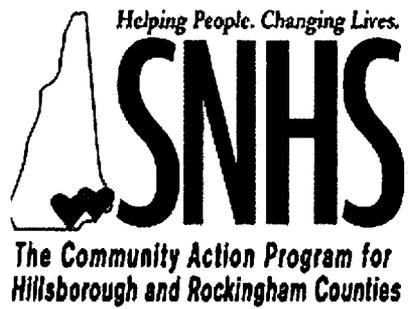
Auditee qualified as low-risk auditee? Yes No

Section II Financial Statement Findings

No matters are reportable.

Section III Federal Award Findings and Questioned Costs

No matters are reportable.



SOUTHERN NEW HAMPSHIRE SERVICES, INC.

**COMBINED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

FOR THE YEARS ENDED JULY 31, 2014 AND 2013

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

FINANCIAL STATEMENTS

JULY 31, 2014 AND 2013

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OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.
Mark R. Carrier, C.P.A.
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, C.P.A., C.V.A.

Independent Auditor's Report

To the Board of Directors
Southern New Hampshire Services, Inc.
Manchester, New Hampshire

Report on the Financial Statements

We have audited the accompanying combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliates, which comprise the combined statements of financial position as of July 31, 2014 and 2013, and the related combined statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and affiliates, as of July 31, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The combining schedule of financial position and the combining schedule of activities are presented for purposes of additional analysis and are not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated April 30, 2015 on our consideration of Southern New Hampshire Services, Inc.'s internal control over financial reporting and on our tests on its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of this report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. The report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern New Hampshire Services, Inc.'s internal control over financial reporting and compliance.

Ouellette & Associates, P.A.
Certified Public Accountants

April 30, 2015
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2014 AND 2013

<i>ASSETS</i>		
	<u>2014</u>	<u>2013</u>
CURRENT ASSETS		
Cash	\$ 6,846,352	\$ 5,903,425
Investments	5,840,831	5,132,222
Contracts receivable	4,116,247	3,267,955
Accounts receivable	205,118	171,722
Prepaid expenses	212,989	156,403
Under applied overhead	179,371	-
Total current assets	<u>17,400,908</u>	<u>14,631,727</u>
FIXED ASSETS		
Land	6,689,735	6,174,907
Buildings and improvements	75,198,005	74,682,375
Vehicles and equipment	2,279,784	2,266,784
Total fixed assets	<u>84,167,524</u>	<u>83,124,066</u>
Less - accumulated depreciation	<u>(22,775,015)</u>	<u>(20,615,347)</u>
Net fixed assets	<u>61,392,509</u>	<u>62,508,719</u>
OTHER ASSETS		
Restricted cash	3,993,067	3,949,332
Miscellaneous other assets	418,455	428,401
Total other assets	<u>4,411,522</u>	<u>4,377,733</u>
TOTAL ASSETS	<u>\$ 83,204,939</u>	<u>\$ 81,518,179</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 453,138	\$ 357,265
Accrued payroll and payroll taxes	966,976	725,726
Accrued compensated absences	622,124	623,845
Accrued other liabilities	1,056,004	588,848
Refundable advances	2,005,560	2,036,804
Over applied overhead	-	115,916
Tenant security deposits	294,450	283,074
Current portion of long-term debt	174,392	288,892
Total current liabilities	<u>5,572,644</u>	<u>5,020,370</u>
LONG-TERM LIABILITIES		
Long-term debt, less current portion	5,479,703	5,522,103
Capital advances	66,333,341	66,264,647
Total long-term liabilities	<u>71,813,044</u>	<u>71,786,750</u>
TOTAL LIABILITIES	<u>77,385,688</u>	<u>76,807,120</u>
NET ASSETS		
Unrestricted	<u>5,819,251</u>	<u>4,711,059</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 83,204,939</u>	<u>\$ 81,518,179</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

COMBINED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant and contract revenue	\$ 35,622,242	\$ 35,821,702
Program service fees	883,208	658,277
Local funding	341,237	380,790
Rental income	7,472,423	6,979,990
Gifts and contributions	361,142	387,790
Interest and dividend income	177,318	65,515
Unrealized gain on investments	532,490	506,268
Miscellaneous	936,178	2,142,561
TOTAL REVENUES, GAINS AND OTHER SUPPORT	<u>46,326,238</u>	<u>46,942,893</u>
EXPENSES AND LOSSES		
Program services:		
Child Development	6,554,799	6,673,078
Community Services	1,157,420	1,244,487
Economic and Workforce Development	10,023,206	7,883,459
Energy	11,525,400	13,577,165
Hispanic-Latino Community Services	441,488	657,522
Housing and Homeless	232,904	234,137
Nutrition and Health	2,328,252	2,245,555
Special Projects	1,908,834	1,745,817
Volunteer Services	144,840	142,073
SNHS Management Corporation	1,794,558	2,181,224
Housing Corporations	7,576,354	7,424,231
Total program services	<u>43,688,055</u>	<u>44,008,748</u>
Support services:		
Management and general	1,529,991	1,550,463
TOTAL EXPENSES AND LOSSES	<u>45,218,046</u>	<u>45,559,211</u>
CHANGE IN NET ASSETS	1,108,192	1,383,682
NET ASSETS - BEGINNING OF YEAR	<u>4,711,059</u>	<u>3,327,377</u>
NET ASSETS - END OF YEAR	<u>\$ 5,819,251</u>	<u>\$ 4,711,059</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JULY 31, 2014

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
Payroll	\$ 3,864,148	\$ 700,374	\$ 2,895,686	\$ 1,449,702	\$ 233,653	\$ 105,322	\$ 953,076
Payroll taxes	395,305	61,655	275,772	148,585	25,636	10,332	95,561
Fringe benefits	863,709	82,932	398,583	249,569	7,921	14,384	157,183
Workers comp. insurance	26,718	3,371	9,020	6,650	910	1,090	11,753
Retirement benefits	217,571	57,720	126,494	77,118	4,809	5,247	51,862
Consultant and contractual	83,438	36,693	2,191,823	812,241	103,902	350	17,396
Travel and transportation	86,086	19,645	95,347	39,934	1,318	6,146	54,187
Conferences and meetings	548	16,528	4,157	8,275	50	150	1,485
Occupancy	500,684	55,692	736,716	110,320	19,656	-	102,561
Advertising	2,348	-	11,460	1,064	-	-	2,259
Supplies	190,204	17,754	47,368	83,966	3,897	226	73,514
Equip. rentals and maintenance	13,824	11,046	93,520	16,060	5,461	-	10,371
Insurance	15,915	35,466	6,965	9,092	55	-	6,144
Telephone	58,546	17,936	53,595	34,927	2,711	534	32,976
Postage	5,077	1,272	2,502	37,431	490	32	7,294
Printing and publications	4,161	406	1,452	1,192	841	-	-
Subscriptions	68	2,209	-	148	-	-	-
Program support	-	18,177	32,724	-	4,740	-	-
Interest	14,637	-	-	-	-	-	-
Depreciation	41,435	2,708	6,533	13,356	5,621	-	13,885
Assistance to clients	12,113	-	2,278,443	8,415,746	300	87,361	437,046
Other direct expense	119,771	5,095	754,374	8,636	-	-	284,680
Miscellaneous	38,493	10,741	672	1,388	19,517	1,730	15,019
In-kind	1,506,701	-	152,686	-	-	-	-
Loss on disposal of assets	-	-	-	-	-	-	-
SUBTOTAL	\$ 8,061,500	\$ 1,157,420	\$ 10,175,892	\$ 11,525,400	\$ 441,488	\$ 232,904	\$ 2,328,252
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(1,506,701)	-	(152,686)	-	-	-	-
TOTAL	\$ 6,554,799	\$ 1,157,420	\$ 10,023,206	\$ 11,525,400	\$ 441,488	\$ 232,904	\$ 2,328,252

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
 FOR THE YEAR ENDED JULY 31, 2014

	Program Services					Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation	Housing Corporations	Total Program Services	Management and General	
Payroll	\$ 74,950	\$ 105,532	\$ 449,408	\$ 1,499,878	\$ 12,331,729	\$ 1,227,044	\$ 13,558,773
Payroll taxes	7,604	10,005	40,264	149,748	1,220,467	103,548	1,324,015
Fringe benefits	6,675	8,491	78,392	274,272	2,142,111	136,341	2,278,452
Workers comp. insurance	1,052	222	5,051	44,377	110,214	7,424	117,638
Retirement benefits	4,447	4,405	26,855	100,405	676,933	110,699	787,632
Consultant and contractual	1,715,102	280	55,960	625,090	5,642,275	109,769	5,752,044
Travel and transportation	5,837	1,213	109,351	20,299	439,363	13,900	453,263
Conferences and meetings	3,593	149	39,689	2,076	76,700	2,106	78,806
Occupancy	8,666	-	188,787	2,665,157	4,388,239	41,455	4,429,694
Advertising	729	-	-	1,456	19,316	-	19,316
Supplies	3,104	3,561	7,292	48,475	479,361	40,496	519,857
Equip. rentals and maintenance	3,317	201	11,730	1,298	166,828	1,088	167,916
Insurance	-	977	31,264	291,351	397,229	10,651	407,880
Telephone	2,044	1,921	7,883	71,645	284,718	16,682	301,400
Postage	127	719	2,188	7,849	64,981	22,424	87,405
Printing and publications	-	195	5,216	620	14,083	1,576	15,659
Subscriptions	-	-	22	-	2,447	907	3,354
Program support	-	-	342,892	-	398,533	-	398,533
Interest	-	-	42,046	177,740	234,423	-	234,423
Depreciation	3,000	-	254,069	1,966,799	2,307,406	-	2,307,406
Assistance to clients	52,068	-	47,643	-	11,330,720	-	11,330,720
Other direct expense	15,753	610	418	5,625	1,194,962	712	1,195,674
Miscellaneous	766	6,359	14,647	12,840	122,172	1,514	123,686
In-kind	-	-	-	-	1,659,387	-	1,659,387
Loss on disposal of assets	-	-	10,433	114,585	125,018	-	125,018
SUBTOTAL	\$ 1,908,834	\$ 144,840	\$ 1,771,500	\$ 8,081,585	\$ 45,829,615	\$ 1,848,336	\$ 47,677,951
Over applied indirect costs	-	-	23,058	-	23,058	(318,345)	(295,287)
Eliminations	-	-	-	(505,231)	(2,164,618)	-	(2,164,618)
TOTAL	\$ 1,908,834	\$ 144,840	\$ 1,794,558	\$ 7,576,354	\$ 43,688,055	\$ 1,529,991	\$ 45,218,046

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JULY 31, 2013

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
Payroll	\$ 3,959,212	\$ 745,436	\$ 2,428,233	\$ 1,454,628	\$ 374,012	\$ 103,890	\$ 985,597
Payroll taxes	409,538	66,982	233,804	148,681	41,032	10,520	96,576
Fringe benefits	929,261	84,874	354,882	284,221	37,199	11,809	165,184
Workers comp. insurance	29,186	3,579	6,678	7,088	2,433	1,232	12,529
Retirement benefits	207,343	55,452	116,693	71,561	7,150	4,306	53,826
Consultant and contractual	32,008	9,131	1,293,726	1,332,302	41,041	25,847	15,658
Travel and transportation	73,072	22,397	68,873	47,847	16,937	6,337	56,221
Conferences and meetings	596	15,498	4,700	6,102	4,106	150	690
Occupancy	471,197	27,029	839,883	109,710	49,206	-	113,483
Advertising	1,791	-	6,932	344	-	-	5,489
Supplies	200,700	56,561	52,798	62,897	5,989	43	63,751
Equip. rentals and maintenance	10,853	5,861	185,691	19,483	12,643	-	19,503
Insurance	12,655	30,155	4,322	11,262	1,485	-	5,314
Telephone	57,564	29,411	40,062	45,013	8,102	766	35,554
Postage	4,667	423	2,529	35,357	212	-	7,118
Printing and publications	7,554	3,319	479	1,258	1,156	-	8
Subscriptions	35	1,839	109	54	-	-	-
Program support	-	33,080	8,558	-	4,475	4,050	-
Interest	15,521	-	-	-	-	-	-
Depreciation	58,851	2,708	6,533	13,116	5,643	-	14,631
Assistance to clients	12,535	4,952	1,688,804	9,923,493	8,342	64,900	279,547
Other direct expense	124,642	32,107	538,091	1,906	-	280	312,319
Miscellaneous	53,561	13,693	1,079	842	36,359	7	2,557
In-kind	1,477,987	-	-	-	-	-	-
Loss on disposal of assets	736	-	-	-	-	-	-
SUBTOTAL	<u>\$ 8,151,065</u>	<u>\$ 1,244,487</u>	<u>\$ 7,883,459</u>	<u>\$13,577,165</u>	<u>\$ 657,522</u>	<u>\$ 234,137</u>	<u>\$ 2,245,555</u>
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(1,477,987)	-	-	-	-	-	-
TOTAL	<u>\$ 6,673,078</u>	<u>\$ 1,244,487</u>	<u>\$ 7,883,459</u>	<u>\$13,577,165</u>	<u>\$ 657,522</u>	<u>\$ 234,137</u>	<u>\$ 2,245,555</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
 FOR THE YEAR ENDED JULY 31, 2013

	Program Services					Support	Total
	Special	Volunteer	SNHS	Housing	Total Program	Services	
	Projects	Services	Management Corporation	Corporations	Services	Management and General	Expenses
Payroll	\$ 90,034	\$ 88,776	\$ 358,451	\$ 1,414,854	\$ 12,003,123	\$ 1,184,977	\$ 13,188,100
Payroll taxes	8,512	8,490	40,498	140,825	1,205,458	100,143	1,305,601
Fringe benefits	11,949	11,655	75,199	253,502	2,219,735	149,888	2,369,623
Workers comp. insurance	1,121	187	35,530	41,374	140,937	7,348	148,285
Retirement benefits	6,649	4,203	23,391	94,275	644,849	100,709	745,558
Consultant and contractual	1,539,448	239	285,309	634,971	5,209,680	170,886	5,380,566
Travel and transportation	3,614	935	109,805	17,981	424,019	14,729	438,748
Conferences and meetings	8,369	1,630	45,009	2,097	88,947	2,450	91,397
Occupancy	7,235	-	148,955	2,493,111	4,259,809	64,516	4,324,325
Advertising	-	-	-	2,676	17,232	-	17,232
Supplies	488	13,248	8,361	49,437	514,273	38,454	552,727
Equip. rentals and maintenance	789	152	11,607	3,886	270,468	912	271,380
Insurance	101	977	17,162	356,154	439,587	6,102	445,689
Telephone	2,011	1,738	8,011	70,962	299,194	16,273	315,467
Postage	1	1,172	3,853	6,807	62,139	23,270	85,409
Printing and publications	4,950	1,343	1,064	-	21,131	7	21,138
Subscriptions	-	-	24	-	2,061	27	2,088
Program support	-	-	609,817	-	659,980	-	659,980
Interest	-	-	47,574	180,614	243,709	-	243,709
Depreciation	6,000	-	248,100	1,962,663	2,318,245	3	2,318,248
Assistance to clients	51,389	1,032	51,616	-	12,086,610	-	12,086,610
Other direct expense	2,761	689	300	11,454	1,024,549	684	1,025,233
Miscellaneous	396	5,607	15,749	9,155	139,005	1,027	140,032
In-kind	-	-	-	-	1,477,987	-	1,477,987
Loss on disposal of assets	-	-	12,920	134,657	148,313	-	148,313
SUBTOTAL	\$ 1,745,817	\$ 142,073	\$ 2,158,305	\$ 7,881,455	\$ 45,921,040	\$ 1,882,405	\$ 47,803,445
Over applied indirect costs	-	-	22,919	-	22,919	(331,942)	(309,023)
Eliminations	-	-	-	(457,224)	(1,935,211)	-	(1,935,211)
TOTAL	\$ 1,745,817	\$ 142,073	\$ 2,181,224	\$ 7,424,231	\$ 44,008,748	\$ 1,550,463	\$ 45,559,211

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

COMBINED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JULY 31, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	<u>\$ 1,108,192</u>	<u>\$ 1,383,682</u>
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	2,307,406	2,318,248
Loss on disposal of assets	125,018	148,313
Unrealized gain on investments	(532,490)	(506,268)
(Increase) decrease operating assets:		
Contracts receivable (net)	(848,292)	276,600
Accounts receivable (net)	(33,396)	(132,761)
Prepaid expenses	(56,586)	129,619
Under applied overhead	(179,371)	-
Increase (decrease) in operating liabilities:		
Accounts payable	95,873	(177,107)
Accrued payroll and payroll taxes	241,250	236,075
Accrued comp. absences	(1,721)	(76,575)
Accrued other liabilities	467,156	49,858
Deferred revenue	(31,244)	(918,912)
Over applied overhead	(115,916)	(286,842)
Tenant security deposits	11,376	10,642
Total adjustments	<u>1,449,063</u>	<u>1,070,890</u>
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>2,557,255</u>	<u>2,454,572</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(1,324,214)	(7,229,165)
Proceeds from sale of fixed assets	8,000	-
Purchase of investments	(2,176,119)	(2,065,154)
Proceeds from sale of investments	2,000,000	-
Deposit to restricted cash accounts	(43,735)	(258,995)
Other financing activities	9,946	9,947
NET CASH FLOWS FROM INVESTING ACTIVITIES	<u>(1,526,122)</u>	<u>(9,543,367)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long-term debt	(156,900)	(187,105)
Net proceeds from capital advances	68,694	6,900,704
NET CASH FLOWS FROM FINANCING ACTIVITIES	<u>(88,206)</u>	<u>6,713,599</u>
CHANGE IN CASH AND CASH EQUIVALENTS	942,927	(375,196)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>5,903,425</u>	<u>6,278,621</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 6,846,352</u>	<u>\$ 5,903,425</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for:		
Interest	<u>\$ 234,423</u>	<u>\$ 243,709</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS

JULY 31, 2014 AND 2013

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

Southern New Hampshire Services, Inc. is an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in New Hampshire's Hillsborough County and Rockingham County. The Organization's programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing and homelessness prevention. The Organization is committed to providing respectful support service and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts. Services are provided through:

Southern New Hampshire Services, Inc.
SNHS Management Corporation
SNHS Elderly Housing, Inc.
SNHS Elderly Housing II, Inc.
SNHS Elderly Housing III, Inc.
SNHS Elderly Housing IV, Inc.
SNHS Elderly Housing V, Inc.
SNHS Elderly Housing VI, Inc.
SNHS Elderly Housing VII, Inc.
SNHS Elderly Housing VIII, Inc.
SNHS Elderly Housing IX, Inc.
SNHS Elderly Housing X, Inc.

SNHS Elderly Housing XI, Inc.
Rural Housing for the Elderly, Inc.
Rural Housing for the Elderly II, Inc.
Sundial Elderly Housing, Inc.
SNHS Ashland Elderly Housing, Inc.
SNHS Farmington Elderly Housing, Inc.
SNHS Greenfield Elderly Housing, Inc.
SNHS North Berwick Elderly Housing, Inc.
SNHS Northwood Elderly Housing, Inc.
SNHS Pittsburg Elderly Housing, Inc.
SNHS Raymond Elderly Housing, Inc.

Basis of Accounting and Presentation

The Organization prepares its combined financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; and accordingly reflect all significant receivables, payables, and other liabilities. Net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets - Unrestricted net assets of the Organization are net assets that are neither permanently restricted nor temporarily restricted by donor-imposed restrictions.

Temporarily restricted net assets - Temporarily restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations.

Permanently restricted net assets - Permanently restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Organization.

The Organization has no temporarily restricted or permanently restricted net assets at July 31, 2014 and 2013.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2014 AND 2013

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Combined Financial Statements

All significant intercompany items and transactions have been eliminated from the basic combined financial statements. The combined financial statements include the accounts of the following corporations because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

Southern New Hampshire Services, Inc.
SNHS Management Corporation
SNHS Elderly Housing, Inc.
SNHS Elderly Housing II, Inc.
SNHS Elderly Housing III, Inc.
SNHS Elderly Housing IV, Inc.
SNHS Elderly Housing V, Inc.
SNHS Elderly Housing VI, Inc.
SNHS Elderly Housing VII, Inc.
SNHS Elderly Housing VIII, Inc.
SNHS Elderly Housing IX, Inc.
SNHS Elderly Housing X, Inc.

SNHS Elderly Housing XI, Inc.
Rural Housing for the Elderly, Inc.
Rural Housing for the Elderly II, Inc.
Sundial Elderly Housing, Inc.
SNHS Ashland Elderly Housing, Inc.
SNHS Farmington Elderly Housing, Inc.
SNHS Greenfield Elderly Housing, Inc.
SNHS North Berwick Elderly Housing, Inc.
SNHS Northwood Elderly Housing, Inc.
SNHS Pittsburg Elderly Housing, Inc.
SNHS Raymond Elderly Housing, Inc.

Use of Estimates

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results may differ from these amounts.

Cash and Cash Equivalents

For the purpose of the combined statements of cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Revenue Recognition

The Organization's revenue is recognized primarily from federal and state grants and contracts generally structured as reimbursed contracts for services and therefore revenue is recognized based on when their individual allowable budgeted expenditures occur. Federal and state grant revenue comprised 77% and 73% of total revenue in the fiscal years ended July 31, 2014 and 2013, respectively.

Accounts and Contracts Receivable

All accounts and contracts receivable are stated at the amount management expect to collect from balances outstanding at year-end. Receivables are recorded on the accrual basis of accounting primarily based on reimbursable contracts, grants and agreements. Balances outstanding after management has used reasonable collection efforts are written off through a charge to bad debt expense and a credit to the applicable accounts receivable. Management does not believe an allowance for uncollectible accounts receivable is necessary at July 31, 2014 and 2013.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2014 AND 2013

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions and In-Kind Donations

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the combined statements of activities as net assets released from restrictions. In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal year 2014 and 2013 were generated through the Head Start and Economic Workforce Development programs.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

Fixed Assets

Fixed assets acquired by the Organization are capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of \$5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line basis over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for July 31, 2014 and 2013 was \$2,307,406 and \$2,318,248, respectively.

Fixed assets purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the fixed assets purchased with grant funds. The disposition of fixed assets, as well as the ownership of any proceeds is subject to funding source regulations.

Inventory

Inventory is stated at lower of cost or market. Cost is determined generally on the first-in, first-out basis.

Current Vulnerabilities Due to Certain Concentrations

The Organization maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Organization (FDIC) up to \$250,000 per financial institution. In addition, on October 2, 2008, the Organization entered into an agreement with its principal banking partner to collateralize deposits in excess of the FDIC insurance limitation on some accounts. The balances, at times, may exceed amounts covered by the FDIC and collateralization agreements. It is the opinion of management that there is no significant risk with respect to these deposits at this time.

Advertising

The Organization uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2014 AND 2013

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Allocation of Expenses

The costs associated with providing program services and management and general support services are presented by natural classification on the combined statement of functional expenses and have been summarized on a functional basis on the combined statements of activities.

Income Taxes

The Organization qualifies as an organization exempt from income tax under Section 501 (c) (3) of the Internal Revenue Code.

Management has evaluated the Organization's tax positions and concluded that as of July 31, 2014 and 2013, the Organization has not taken any tax positions that would require the recording of any additional tax benefits or liabilities within the next twelve months. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Organization's tax returns will not be challenged by the taxing authorities and that the Organization will not be subject to additional tax, penalties and interest as a result of such challenge. Generally, the Organization's tax returns remain subject to examination for three years after they were filed.

Subsequent Events

Management has made an evaluation of subsequent events through April 30, 2015, which represents the date on which the combined financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of these combined financial statements.

Reclassifications

Certain reclassifications have been made to the 2013 combined financial statement presentation to correspond to the current year's format. Net assets and changes in net assets are unchanged due to these reclassifications.

NOTE 2: RESTRICTED CASH

The housing projects are required to set aside amounts for the replacement of property and other expenditures. These amounts are set aside in separate accounts and generally are not available for operating purposes.

The housing projects are also required to put any surplus cash into a separate account. These accounts are also not available for operating purposes.

NOTE 3: FAIR VALUE MEASUREMENTS

FASB ASC 820, *Fair Value Measurements and Disclosures* establish a framework to measuring fair value within generally accepted accounting principles (GAAP). That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2014 AND 2013

NOTE 3: FAIR VALUE MEASUREMENTS (Continued)

The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1: Quoted prices in active markets for identical assets or liabilities.

Level 2: Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2014 and 2013.

Mutual Funds and Money Markets: Valued at the closing price reported on the active market on which the individual securities are traded.

The fair value by level of the Organization's investments consisted of the following as of July 31:

			<u>2014</u>		
			<u>Fair Value at reporting date</u>		
<u>Description</u>	<u>Cost</u>	<u>Fair Value</u>	Quoted prices in active markets for identical assets <u>(Level 1)</u>	Significant other observable inputs <u>(Level 2)</u>	Significant un- observable inputs <u>(Level 3)</u>
Mutual Funds	<u>\$4,324,986</u>	<u>\$5,840,831</u>	<u>\$5,840,831</u>	\$ _____ -	\$ _____ -
Total	<u>\$4,324,986</u>	<u>\$5,840,831</u>	<u>\$5,840,831</u>	\$ _____ -	\$ _____ -
			<u>2013</u>		
			<u>Fair Value at reporting date</u>		
<u>Description</u>	<u>Cost</u>	<u>Fair Value</u>	Quoted prices in active markets for identical assets <u>(Level 1)</u>	Significant other observable inputs <u>(Level 2)</u>	Significant un- observable inputs <u>(Level 3)</u>
Money Market	\$2,000,000	\$2,000,000	\$2,000,000		
Mutual Funds	<u>2,148,867</u>	<u>3,132,222</u>	<u>3,132,222</u>	\$ _____ -	\$ _____ -
Total	<u>\$4,148,867</u>	<u>\$5,132,222</u>	<u>\$5,132,222</u>	\$ _____ -	\$ _____ -

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 NOTES TO COMBINED FINANCIAL STATEMENTS
 (Continued)

JULY 31, 2014 AND 2013

NOTE 4: INVESTMENTS

The following is a summary of investments as of July 31:

	<i>2014</i>			<i>2013</i>		
	Cost	Fair Market Value	Unrealized Gains	Cost	Fair Market Value	Unrealized Gains
Money Market	\$ -	\$ -	\$ -	\$2,000,000	\$2,000,000	\$ -
Mutual Funds	<u>4,324,986</u>	<u>5,840,831</u>	<u>1,515,845</u>	<u>2,148,867</u>	<u>3,132,222</u>	<u>983,355</u>
Total	<u>\$4,324,986</u>	<u>\$5,840,831</u>	<u>\$1,515,845</u>	<u>\$4,148,867</u>	<u>\$5,132,222</u>	<u>\$983,355</u>

The activities of the Organization's investment account are summarized as follows:

	<i>2014</i>	<i>2013</i>
Fair Value – August 1	<u>\$5,132,222</u>	\$2,560,800
Additions	2,176,119	2,065,154
Distributions	(2,000,000)	-
Realized gains	-	-
Unrealized gains	<u>532,490</u>	<u>506,268</u>
Fair Value – July 31	<u>\$5,840,831</u>	<u>\$5,132,222</u>

NOTE 5: CONTINGENT LIEN J. BROWN HOMESTEAD PROPERTY

In 1999, the town of Raymond, New Hampshire, conveyed land and buildings to Rockingham Community Acton (RCA) for \$1 and a mortgage lien of \$604,418. The buildings contain four apartments limited to low-income seniors, office space for the Outreach operations, space for the Food Pantry operation, and a common meeting room for use by Town of Raymond organizations. The Town of Raymond included a requirement that the property be used for a social service center for a period of 20 years, called the benefit period, after which this requirement terminates.

RCA granted the Town of Raymond a lien on the property, such lien to be paid from the proceeds of any sale in the event that RCA sells or otherwise conveys the property within 20 years from the date of the mortgage (1999), or if not paid at the time of the sale will run with the land to any subsequent purchaser for the remaining benefit period. This mortgage lien has no scheduled principle or interest payments and is forgivable at a rate of 1/20 each year of the benefit period until it is completely forgiven in year 2019. The value of this lien at July 31, 2014 and 2013 is \$181,326 and \$211,547, respectively.

The appraised value of the Raymond land and buildings at the time of the donation was \$220,000. RCA operated its Raymond Community Action Center at the property since the transfer and SNHS plans to continue to do so. Therefore, since SNHS has no plans to sell or transfer this property the contingent mortgage lien liability has not been included on these financial statements.

On July 1, 2011, RCA was acquired by Southern New Hampshire Services, Inc. (SNHS). The merger was classified an acquisition by SNHS of RCA for no monetary consideration. SNHS assumed all the assets, rights, powers, properties, debts, liabilities and obligations of RCA.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2014 AND 2013

NOTE 6: LONG-TERM DEBT

	<u>2014</u>	<u>2013</u>
<u>SNHS, Inc.</u>		
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of \$11,275 was due on June 30, 2010. Interest is at 0.000%. SNHS is currently negotiating with the City of Manchester to write off this debt.	\$ 11,275	\$ 11,275
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in fixed monthly principal installments of \$1,833 plus interest through 2020. Interest is at 4.000%.	348,669	370,669
<u>SNHS Management Corporation</u>		
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 40 years. Interest is at 0.000%.	170,000	170,000
Mortgage payable to bank secured by real estate located on Silver St., Manchester, NH, payable in monthly installments of \$2,619 including interest through 2019. Interest is at 3.750%.	129,907	154,688
Mortgage payable to bank, secured by real estate located on Allds St., Nashua, NH, payable in fixed monthly principal installments of \$2,613 plus interest through 2016. Interest is at 2.996%.	214,269	245,625
Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located in Derry, NH, payable in monthly installments of \$3,715 including interest through 2031. Interest is at 5.500%.	495,947	512,740
<u>Housing Corporations</u>		
Mortgage payable between Key Bank and SNHS Rural Housing for the Elderly, Inc., secured by real estate located in Greenville, NH, payable in monthly installments of \$14,044 including interest through 2040. Interest is at 5.120%.	2,430,658	2,473,538
Mortgage payable between Oppenheimer and SNHS Elderly Housing, Inc., secured by real estate located in Epping, NH, payable in monthly installments of \$5,932 including interest through 2047. Interest is at 3.950%.	<u>1,308,370</u>	<u>1,327,460</u>
Subtotal	<u>\$ 5,109,095</u>	<u>\$5,265,995</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2014 AND 2013

NOTE 6: LONG-TERM DEBT (Continued)

	<u>2014</u>	<u>2013</u>
Subtotal Carried Forward	\$ 5,109,095	\$5,265,995
Mortgage payable between the Town of Northwood and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Mortgage will be forgiven if real estate remains low income housing for 20 years and the entity does not generate residual receipts. Interest is at 0.000%.	95,000	95,000
Mortgage payable between NHHFA and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Mortgage payments are based upon surplus cash. Remaining balance due in 2040 or upon sale of the property. Interest is at 0.000%.	<u>450,000</u>	<u>450,000</u>
Less: Current Portion	<u>174,392</u>	<u>288,892</u>
Long-term debt, net of current portion	\$ <u>5,479,703</u>	\$ <u>5,522,103</u>

Principal maturities for long-term debt for the subsequent fiscal years from July 31, 2014, are as follows:

2015	\$ 174,392
2016	319,608
2017	142,157
2018	147,874
2019	138,171
Thereafter	<u>4,731,893</u>
Total	<u>\$5,654,095</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2014 AND 2013

NOTE 7: CAPITAL ADVANCES

	<u>2014</u>	<u>2013</u>
<u>Housing Corporations</u>		
Capital advance between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	\$ 3,167,200	\$ 3,167,200
Capital advance between HUD and Sundial Elderly Housing, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is 0.000%.	4,081,600	4,081,600
Capital advance between HUD and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	3,460,700	3,460,700
Capital advance between HUD and SNHS Farmington Elderly Housing, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,827,000	2,827,000
Capital advance between HUD and SNHS Elderly Housing V, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,948,700	2,948,700
Capital advance between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%	2,485,859	2,485,859
Capital advance between HUD and SNHS Elderly Housing III, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>3,522,500</u>	<u>3,522,500</u>
Subtotal	<u>\$ 22,493,559</u>	<u>\$22,493,559</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2014 AND 2013

NOTE 7: CAPITAL ADVANCES (Continued)

	<u>2014</u>	<u>2013</u>
Subtotal Carried Forward	\$ 22,493,559	\$22,493,559
Capital advance between HUD and SNHS Elderly Housing II, Inc., secured by real estate located in Rochester, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.	2,966,900	2,966,900
Capital advance between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,337,800	2,337,800
Capital advance between HUD and SNHS Elderly Housing IV, Inc., secured by real estate located in Nashua, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	4,412,500	4,412,500
Capital advance between HUD and SNHS Raymond Elderly Housing, Inc., secured by real estate located in Raymond, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	1,773,900	1,773,900
Capital advance between HUD and SNHS Pittsburg Elderly Housing, Inc., secured by real estate located in Pittsburg, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	1,481,082	1,481,082
Capital advance between HUD and SNHS North Berwick Elderly Housing, Inc., secured by real estate located in North Berwick, ME. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,016,800	2,016,800
Capital advance between HUD and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	1,545,300	1,545,300
Subtotal	\$ <u>39,027,841</u>	\$ <u>39,027,841</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2014 AND 2013

NOTE 7: CAPITAL ADVANCES (Continued)

	<u>2014</u>	<u>2013</u>
Subtotal Carried Forward	\$ 39,027,841	\$39,027,841
Capital advance between HUD and Ashland Elderly Housing, Inc., secured by real estate located in Ashland, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.	3,426,100	3,426,100
Capital advance between HUD and SNHS Elderly Housing VI, Inc., secured by real estate located in Bristol, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,711,900	2,711,900
Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	5,143,400	5,143,400
Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	3,151,000	3,242,700
Capital advance between HUD and SNHS Elderly Housing VII, Inc., secured by real estate located in Manchester, NH. The Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,596,400	2,530,404
Capital advance between HUD and SNHS Elderly Housing VIII, Inc., secured by real estate located in Campton, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>2,352,500</u>	<u>2,352,500</u>
Subtotal	<u>\$ 58,409,141</u>	<u>\$58,434,845</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2014 AND 2013

NOTE 7: CAPITAL ADVANCES (Continued)

	<u>2014</u>	<u>2013</u>
Subtotal Carried Forward	\$ 58,409,141	\$58,434,845
Capital advance between HUD and SNHS Elderly Housing IX, Inc., secured by real estate located in Plymouth, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,341,700	2,341,700
Capital advance between HUD and SNHS Elderly Housing XI, Inc., secured by real estate located in Lancaster, NH. Capital advance will be forgiven in real estate remains low income housing for 40 years. Interest is at 0.000%.	3,231,300	3,136,902
Capital advance between HUD and SNHS Elderly Housing X, Inc., secured by real estate located in Woodstock, NH. Capital advance will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>2,351,200</u>	<u>2,351,200</u>
Total	<u>\$ 66,333,341</u>	<u>\$ 66,264,647</u>

NOTE 8: OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2014 and 2013 equaled \$722,747 and \$834,208, respectively. The leases expire at various times through July 2016. Some of the leases contain renewal options that are contingent upon federal funding and some contain renewal options subject to renegotiation of lease terms.

The following is a schedule of future minimum lease payments for the operating leases as of July 31, 2014:

2015	\$240,767
2016	<u>29,295</u>
Total	<u>\$270,062</u>

NOTE 9: RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 5% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2014 and 2013 was \$787,632 and \$745,558, respectively.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2014 AND 2013

NOTE 10: RISKS AND UNCERTAINTIES

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

NOTE 11: CONTINGENCIES

The Organization receives contract funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not yet been determined.

NOTE 12: SUBSEQUENT EVENT

During 2012, SNHS Management Corporation entered into a contract agreement with the Community Development Investment Tax Credit Program as the grantee for the Cotton Mill Square project. In accordance with the provisions of this agreement, SNHS Management Corporation will loan \$800,000 to Cotton Mills Square, LLC to create 109 units of housing, of which 55 units will be reserved for low to moderate income households.

Subsequent to July 31, 2014, SNHS Management Corporation received the first funding installment of \$758,800 under the agreement and simultaneously issued a loan to Cotton Mill Square, LLC in the amount of \$758,800.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2014

Schedule A

		10/14/15/30/40/ 50/80/81/82/81 0/845/1275	105	110
	SNHS, Inc.	SNHS Management Corporation	Rural Housing for the Elderly II Landing II	Rural Housing for the Elderly
ASSETS				
CURRENT ASSETS				
Cash	\$ 61,356	\$ 5,472,928	\$ 33,844	\$ 229,897
Investments	-	5,840,831	-	-
Contracts receivable	3,893,054	207,939	-	7,703
Accounts receivable	-	205,118	-	-
Prepaid expenses	31,072	19,385	13,679	29,221
Under applied overhead	179,371	-	-	-
Due from other corporations	6,130,824	344,682	-	-
Total current assets	<u>10,295,677</u>	<u>12,090,883</u>	<u>47,523</u>	<u>266,821</u>
FIXED ASSETS				
Land	221,849	1,285,953	2,898	192,174
Buildings and improvements	1,544,923	4,835,349	3,271,778	3,854,784
Vehicles and equipment	832,811	396,094	20,879	280,036
Total fixed assets	<u>2,599,583</u>	<u>6,517,396</u>	<u>3,295,555</u>	<u>4,326,994</u>
Less - accumulated depreciation	(1,255,116)	(2,619,118)	(1,116,013)	(2,485,026)
Net fixed assets	<u>1,344,467</u>	<u>3,898,278</u>	<u>2,179,542</u>	<u>1,841,968</u>
OTHER ASSETS				
Restricted cash	16,102	217,605	182,774	521,557
Miscellaneous other assets	-	137,555	-	140,581
Total other assets	<u>16,102</u>	<u>355,160</u>	<u>182,774</u>	<u>662,138</u>
TOTAL ASSETS	<u>\$ 11,656,246</u>	<u>\$ 16,344,321</u>	<u>\$ 2,409,839</u>	<u>\$ 2,770,927</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 360,004	\$ 37,541	\$ 422	\$ 6,262
Accrued payroll and payroll taxes	413,224	493,283	3,694	7,234
Accrued compensated absences	-	622,124	-	-
Accrued other liabilities	856,286	-	4,200	43,213
Refundable advances	2,004,036	-	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	15,125	11,669	17,221	20,666
Due to other corporations	4,967,018	822,194	20,090	141,759
Current portion of long-term debt	33,275	76,133	-	45,127
Total current liabilities	<u>8,648,968</u>	<u>2,062,944</u>	<u>45,627</u>	<u>264,261</u>
LONG-TERM LIABILITIES				
Long-term debt, less current portion	326,669	933,990	-	2,385,531
Capital advances	-	-	3,167,200	-
Total long-term liabilities	<u>326,669</u>	<u>933,990</u>	<u>3,167,200</u>	<u>2,385,531</u>
TOTAL LIABILITIES	<u>8,975,637</u>	<u>2,996,934</u>	<u>3,212,827</u>	<u>2,649,792</u>
NET ASSETS				
Unrestricted	2,680,609	13,347,387	(802,988)	121,135
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 11,656,246</u>	<u>\$ 16,344,321</u>	<u>\$ 2,409,839</u>	<u>\$ 2,770,927</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2014

Schedule A (Continued)

	120	130	140	145
	SNHS Elderly Housing	Sundial Elderly Housing	SNHS Northwood Elderly Housing	SNHS Elderly Housing VII
ASSETS				
CURRENT ASSETS				
Cash	\$ 24,658	\$ 55,837	\$ 43,516	\$ 51,806
Investments	-	-	-	-
Contracts receivable	427	2,209	-	1,846
Accounts receivable	-	-	-	-
Prepaid expenses	3,300	21,304	5,468	4,066
Under applied overhead	-	-	-	-
Due from other corporations	-	-	-	-
Total current assets	<u>28,385</u>	<u>79,350</u>	<u>48,984</u>	<u>57,718</u>
FIXED ASSETS				
Land	94,112	342,450	75,801	662,211
Buildings and improvements	1,136,891	4,038,158	3,479,774	4,419,703
Vehicles and equipment	30,733	43,109	22,269	35,003
Total fixed assets	<u>1,261,736</u>	<u>4,423,717</u>	<u>3,577,844</u>	<u>5,116,917</u>
Less - accumulated depreciation	<u>(667,328)</u>	<u>(1,797,562)</u>	<u>(757,291)</u>	<u>(500,795)</u>
Net fixed assets	<u>594,408</u>	<u>2,626,155</u>	<u>2,820,553</u>	<u>4,616,122</u>
OTHER ASSETS				
Restricted cash	277,767	292,933	96,002	124,592
Miscellaneous other assets	134,569	-	-	3,694
Total other assets	<u>412,336</u>	<u>292,933</u>	<u>96,002</u>	<u>128,286</u>
TOTAL ASSETS	<u>\$ 1,035,129</u>	<u>\$ 2,998,438</u>	<u>\$ 2,965,539</u>	<u>\$ 4,802,126</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 6,880	\$ 1,772	\$ 838	\$ 2,365
Accrued payroll and payroll taxes	1,742	6,197	2,355	2,828
Accrued compensated absences	-	-	-	-
Accrued other liabilities	7,604	11,068	2,259	13,817
Refundable advances	-	-	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	6,622	27,405	10,236	12,268
Due to other corporations	104,800	27,069	26,180	19,875
Current portion of long-term debt	19,857	-	-	-
Total current liabilities	<u>147,505</u>	<u>73,511</u>	<u>41,868</u>	<u>51,153</u>
LONG-TERM LIABILITIES				
Long-term debt, less current portion	1,288,513	-	95,000	-
Capital advances	-	4,081,600	3,460,700	5,143,400
Total long-term liabilities	<u>1,288,513</u>	<u>4,081,600</u>	<u>3,555,700</u>	<u>5,143,400</u>
TOTAL LIABILITIES	<u>1,436,018</u>	<u>4,155,111</u>	<u>3,597,568</u>	<u>5,194,553</u>
NET ASSETS				
Unrestricted	<u>(400,889)</u>	<u>(1,156,673)</u>	<u>(632,029)</u>	<u>(392,427)</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,035,129</u>	<u>\$ 2,998,438</u>	<u>\$ 2,965,539</u>	<u>\$ 4,802,126</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2014

Schedule A (Continued)

	146	147	150	155
	OLPH II		SNHS Farmington Elderly Housing	SNHS Elderly Housing V
ASSETS				
CURRENT ASSETS				
Cash	\$ 73,150	\$ 32,202	\$ 56,484	\$ 76,111
Investments	-	-	-	-
Contracts receivable	263	-	1,805	720
Accounts receivable	-	-	-	-
Prepaid expenses	2,603	2,082	6,393	2,807
Under applied overhead	-	-	-	-
Due from other corporations	-	35,085	-	-
Total current assets	<u>76,016</u>	<u>69,369</u>	<u>64,682</u>	<u>79,638</u>
FIXED ASSETS				
Land	570,320	373,643	267,538	150,000
Buildings and improvements	2,634,254	2,164,729	2,750,139	2,731,835
Vehicles and equipment	24,100	44,125	28,403	99,810
Total fixed assets	<u>3,228,674</u>	<u>2,582,497</u>	<u>3,046,080</u>	<u>2,981,645</u>
Less - accumulated depreciation	(217,522)	(67,690)	(1,186,237)	(623,079)
Net fixed assets	<u>3,011,152</u>	<u>2,514,807</u>	<u>1,859,843</u>	<u>2,358,566</u>
OTHER ASSETS				
Restricted cash	98,262	29,230	84,007	62,615
Miscellaneous other assets	2,056	-	-	-
Total other assets	<u>100,318</u>	<u>29,230</u>	<u>84,007</u>	<u>62,615</u>
TOTAL ASSETS	<u>\$ 3,187,486</u>	<u>\$ 2,613,406</u>	<u>\$ 2,008,532</u>	<u>\$ 2,500,819</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 1,008	\$ 436	\$ 2,682	\$ 2,801
Accrued payroll and payroll taxes	1,677	1,397	2,634	2,202
Accrued compensated absences	-	-	-	-
Accrued other liabilities	6,675	3,182	15,877	7,484
Refundable advances	354	-	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	7,184	6,188	13,738	8,924
Due to other corporations	12,633	-	20,596	21,197
Current portion of long-term debt	-	-	-	-
Total current liabilities	<u>29,531</u>	<u>11,203</u>	<u>55,527</u>	<u>42,608</u>
LONG-TERM LIABILITIES				
Long-term debt, less current portion	-	-	-	-
Capital advances	3,151,000	2,596,400	2,827,000	2,948,700
Total long-term liabilities	<u>3,151,000</u>	<u>2,596,400</u>	<u>2,827,000</u>	<u>2,948,700</u>
TOTAL LIABILITIES	<u>3,180,531</u>	<u>2,607,603</u>	<u>2,882,527</u>	<u>2,991,308</u>
NET ASSETS				
Unrestricted	<u>6,955</u>	<u>5,803</u>	<u>(873,995)</u>	<u>(490,489)</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,187,486</u>	<u>\$ 2,613,406</u>	<u>\$ 2,008,532</u>	<u>\$ 2,500,819</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2014

Schedule A (Continued)

	160	170	175	180
	SNHS Elderly Housing II - Roberge	SNHS Elderly Housing III	SNHS Elderly Housing II - Chasse	Rural Housing for the Elderly II - Landing I
ASSETS				
CURRENT ASSETS				
Cash	\$ 32,252	\$ 67,670	\$ 59,928	\$ 41,245
Investments	-	-	-	-
Contracts receivable	-	-	-	-
Accounts receivable	-	-	-	-
Prepaid expenses	6,260	6,116	5,711	10,346
Under applied overhead	-	-	-	-
Due from other corporations	-	-	-	-
Total current assets	<u>38,512</u>	<u>73,786</u>	<u>65,639</u>	<u>51,591</u>
FIXED ASSETS				
Land	137,605	288,401	7,420	7,898
Buildings and improvements	2,479,717	3,356,913	2,977,084	2,533,822
Vehicles and equipment	32,890	21,327	24,815	13,556
Total fixed assets	<u>2,650,212</u>	<u>3,666,641</u>	<u>3,009,319</u>	<u>2,555,276</u>
Less - accumulated depreciation	<u>(1,215,105)</u>	<u>(1,328,924)</u>	<u>(837,086)</u>	<u>(921,420)</u>
Net fixed assets	<u>1,435,107</u>	<u>2,337,717</u>	<u>2,172,233</u>	<u>1,633,856</u>
OTHER ASSETS				
Restricted cash	156,422	262,851	169,725	114,429
Miscellaneous other assets	-	-	-	-
Total other assets	<u>156,422</u>	<u>262,851</u>	<u>169,725</u>	<u>114,429</u>
TOTAL ASSETS	<u>\$ 1,630,041</u>	<u>\$ 2,674,354</u>	<u>\$ 2,407,597</u>	<u>\$ 1,799,876</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 507	\$ 505	\$ 492	\$ 2,018
Accrued payroll and payroll taxes	2,773	2,646	2,110	3,496
Accrued compensated absences	-	-	-	-
Accrued other liabilities	11,385	12,997	14,985	4,200
Refundable advances	-	-	-	1,013
Over applied overhead	-	-	-	-
Tenant security deposits	14,528	17,206	11,911	11,794
Due to other corporations	31,228	34,848	23,931	23,025
Current portion of long-term debt	-	-	-	-
Total current liabilities	<u>60,421</u>	<u>68,202</u>	<u>53,429</u>	<u>45,546</u>
LONG-TERM LIABILITIES				
Long-term debt, less current portion	-	-	-	-
Capital advances	2,485,859	3,522,500	2,966,900	2,337,800
Total long-term liabilities	<u>2,485,859</u>	<u>3,522,500</u>	<u>2,966,900</u>	<u>2,337,800</u>
TOTAL LIABILITIES	<u>2,546,280</u>	<u>3,590,702</u>	<u>3,020,329</u>	<u>2,383,346</u>
NET ASSETS				
Unrestricted	<u>(916,239)</u>	<u>(916,348)</u>	<u>(612,732)</u>	<u>(583,470)</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,630,041</u>	<u>\$ 2,674,354</u>	<u>\$ 2,407,597</u>	<u>\$ 1,799,876</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2014

Schedule A (Continued)

	185	190	200	210
	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing	SNHS Pittsburg Elderly Housing	SNHS North Berwick Elderly Housing
ASSETS				
CURRENT ASSETS				
Cash	\$ 56,066	\$ 24,687	\$ 19,614	\$ 46,648
Investments	-	-	-	-
Contracts receivable	281	-	-	-
Accounts receivable	-	-	-	-
Prepaid expenses	8,585	3,468	5,263	6,590
Under applied overhead	-	-	-	-
Due from other corporations	-	-	-	-
Total current assets	<u>64,932</u>	<u>28,155</u>	<u>24,877</u>	<u>53,238</u>
FIXED ASSETS				
Land	168,777	121,331	17,190	138,744
Buildings and improvements	4,344,731	1,784,101	1,604,478	1,934,264
Vehicles and equipment	23,892	29,433	10,472	32,836
Total fixed assets	<u>4,537,400</u>	<u>1,934,865</u>	<u>1,632,140</u>	<u>2,105,844</u>
Less - accumulated depreciation	<u>(1,009,145)</u>	<u>(750,588)</u>	<u>(673,873)</u>	<u>(705,498)</u>
Net fixed assets	<u>3,528,255</u>	<u>1,184,277</u>	<u>958,267</u>	<u>1,400,346</u>
OTHER ASSETS				
Restricted cash	206,495	105,005	72,391	139,911
Miscellaneous other assets	-	-	-	-
Total other assets	<u>206,495</u>	<u>105,005</u>	<u>72,391</u>	<u>139,911</u>
TOTAL ASSETS	<u>\$ 3,799,682</u>	<u>\$ 1,317,437</u>	<u>\$ 1,055,535</u>	<u>\$ 1,593,495</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 2,478	\$ 2,554	\$ 572	\$ 2,315
Accrued payroll and payroll taxes	3,521	1,742	1,541	1,820
Accrued compensated absences	-	-	-	-
Accrued other liabilities	-	3,334	8,932	1,735
Refundable advances	-	80	-	-
Over applied overhead	-	-	-	-
Tenant security deposits	16,021	8,189	5,606	8,050
Due to other corporations	23,141	19,536	20,209	29,982
Current portion of long-term debt	-	-	-	-
Total current liabilities	<u>45,161</u>	<u>35,435</u>	<u>36,860</u>	<u>43,902</u>
LONG-TERM LIABILITIES				
Long-term debt, less current portion	-	-	-	-
Capital advances	4,412,500	1,773,900	1,481,082	2,016,800
Total long-term liabilities	<u>4,412,500</u>	<u>1,773,900</u>	<u>1,481,082</u>	<u>2,016,800</u>
TOTAL LIABILITIES	<u>4,457,661</u>	<u>1,809,335</u>	<u>1,517,942</u>	<u>2,060,702</u>
NET ASSETS				
Unrestricted	<u>(657,979)</u>	<u>(491,898)</u>	<u>(462,407)</u>	<u>(467,207)</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,799,682</u>	<u>\$ 1,317,437</u>	<u>\$ 1,055,535</u>	<u>\$ 1,593,495</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2014

Schedule A (Continued)

	220	230	235	240
	SNHS Greenfield Elderly Housing	SNHS Ashland Elderly Housing	SNHS Elderly Housing VI	SNHS Elderly Housing VIII
ASSETS				
CURRENT ASSETS				
Cash	\$ 33,913	\$ 48,707	\$ 15,461	\$ 61,758
Investments	-	-	-	-
Contracts receivable	-	-	-	-
Accounts receivable	-	-	-	-
Prepaid expenses	4,743	4,103	2,010	2,120
Under applied overhead	-	-	-	-
Due from other corporations	-	-	-	-
Total current assets	<u>38,656</u>	<u>52,810</u>	<u>17,471</u>	<u>63,878</u>
FIXED ASSETS				
Land	71,312	295,000	309,800	220,000
Buildings and improvements	2,002,691	2,989,901	2,577,277	2,281,821
Vehicles and equipment	22,666	82,557	20,356	19,078
Total fixed assets	<u>2,096,669</u>	<u>3,367,458</u>	<u>2,907,433</u>	<u>2,520,899</u>
Less - accumulated depreciation	(664,066)	(548,116)	(370,128)	(142,130)
Net fixed assets	<u>1,432,603</u>	<u>2,819,342</u>	<u>2,537,305</u>	<u>2,378,769</u>
OTHER ASSETS				
Restricted cash	113,146	394,843	36,552	46,919
Miscellaneous other assets	-	-	-	-
Total other assets	<u>113,146</u>	<u>394,843</u>	<u>36,552</u>	<u>46,919</u>
TOTAL ASSETS	<u>\$ 1,584,405</u>	<u>\$ 3,266,995</u>	<u>\$ 2,591,328</u>	<u>\$ 2,489,566</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 912	\$ 3,666	\$ 2,416	\$ 6,615
Accrued payroll and payroll taxes	1,801	1,379	919	1,854
Accrued compensated absences	-	-	-	-
Accrued other liabilities	5,314	6,723	5,031	3,339
Refundable advances	-	-	-	77
Over applied overhead	-	-	-	-
Tenant security deposits	6,847	10,002	5,845	4,946
Due to other corporations	25,534	12,293	25,621	8,258
Current portion of long-term debt	-	-	-	-
Total current liabilities	<u>40,408</u>	<u>34,063</u>	<u>39,832</u>	<u>25,089</u>
LONG-TERM LIABILITIES				
Long-term debt, less current portion	450,000	-	-	-
Capital advances	1,545,300	3,426,100	2,711,900	2,352,500
Total long-term liabilities	<u>1,995,300</u>	<u>3,426,100</u>	<u>2,711,900</u>	<u>2,352,500</u>
TOTAL LIABILITIES	<u>2,035,708</u>	<u>3,460,163</u>	<u>2,751,732</u>	<u>2,377,589</u>
NET ASSETS				
Unrestricted	(451,303)	(193,168)	(160,404)	111,977
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,584,405</u>	<u>\$ 3,266,995</u>	<u>\$ 2,591,328</u>	<u>\$ 2,489,566</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINING SCHEDULE OF FINANCIAL POSITION

Schedule A (Continued)

JULY 31, 2014

	245	250	255
	SNHS Elderly Housing IX	SNHS Elderly Housing X	SNHS Elderly Housing XI
ASSETS			
CURRENT ASSETS			
Cash	\$ 56,329	\$ 48,269	\$ 22,016
Investments	-	-	-
Contracts receivable	-	-	-
Accounts receivable	-	-	-
Prepaid expenses	1,861	1,808	2,625
Underapplied overhead	-	-	-
Due from other corporations	-	-	-
Total current assets	<u>58,190</u>	<u>50,077</u>	<u>24,641</u>
FIXED ASSETS			
Land	164,894	150,000	352,414
Buildings and improvements	2,349,581	2,347,246	2,772,061
Vehicles and equipment	19,200	23,554	45,780
Total fixed assets	<u>2,533,675</u>	<u>2,520,800</u>	<u>3,170,255</u>
Less - accumulated depreciation	(132,720)	(113,410)	(70,029)
Net fixed assets	<u>2,400,955</u>	<u>2,407,390</u>	<u>3,100,226</u>
OTHER ASSETS			
Restricted cash	52,142	29,691	89,099
Miscellaneous other assets	-	-	-
Total other assets	<u>52,142</u>	<u>29,691</u>	<u>89,099</u>
TOTAL ASSETS	<u>\$ 2,511,287</u>	<u>\$ 2,487,158</u>	<u>\$ 3,213,966</u>
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES			
Accounts payable	\$ 1,680	\$ 351	\$ 3,046
Accrued payroll and payroll taxes	822	846	1,239
Accrued compensated absences	-	-	-
Accrued other liabilities	4,056	2,308	-
Refundable advances	-	-	-
Over applied overhead	-	-	-
Tenant security deposits	5,553	4,861	5,845
Due to other corporations	28,495	12,730	8,349
Current portion of long-term debt	-	-	-
Total current liabilities	<u>40,606</u>	<u>21,096</u>	<u>18,479</u>
LONG-TERM LIABILITIES			
Long-term debt, less current portion	-	-	-
Capital advances	2,341,700	2,351,200	3,231,300
Total long-term liabilities	<u>2,341,700</u>	<u>2,351,200</u>	<u>3,231,300</u>
TOTAL LIABILITIES	<u>2,382,306</u>	<u>2,372,296</u>	<u>3,249,779</u>
NET ASSETS			
Unrestricted	128,981	114,862	(35,813)
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,511,287</u>	<u>\$ 2,487,158</u>	<u>\$ 3,213,966</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2014

Schedule A (Continued)

	Sub-Total	Elimination	Totals
ASSETS			
CURRENT ASSETS			
Cash	\$ 6,846,352	\$ -	\$ 6,846,352
Investments	5,840,831	-	5,840,831
Contracts receivable	4,116,247	-	4,116,247
Accounts receivable	205,118	-	205,118
Prepaid expenses	212,989	-	212,989
Under applied overhead	179,371	-	179,371
Due from other corporations	6,510,591	(6,510,591)	-
Total current assets	<u>23,911,499</u>	<u>(6,510,591)</u>	<u>17,400,908</u>
FIXED ASSETS			
Land	6,689,735	-	6,689,735
Buildings and improvements	75,198,005	-	75,198,005
Vehicles and equipment	2,279,784	-	2,279,784
Total fixed assets	<u>84,167,524</u>	<u>-</u>	<u>84,167,524</u>
Less - accumulated depreciation	(22,775,015)	-	(22,775,015)
Net fixed assets	<u>61,392,509</u>	<u>-</u>	<u>61,392,509</u>
OTHER ASSETS			
Restricted cash	3,993,067	-	3,993,067
Miscellaneous other assets	418,455	-	418,455
Total other assets	<u>4,411,522</u>	<u>-</u>	<u>4,411,522</u>
TOTAL ASSETS	<u>\$ 89,715,530</u>	<u>\$ (6,510,591)</u>	<u>\$ 83,204,939</u>
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES			
Accounts payable	\$ 453,138	\$ -	\$ 453,138
Accrued payroll and payroll taxes	966,976	-	966,976
Accrued compensated absences	622,124	-	622,124
Accrued other liabilities	1,056,004	-	1,056,004
Refundable advances	2,005,560	-	2,005,560
Over applied overhead	-	-	-
Tenant security deposits	294,450	-	294,450
Due to other corporations	6,510,591	(6,510,591)	-
Current portion of long-term debt	174,392	-	174,392
Total current liabilities	<u>12,083,235</u>	<u>(6,510,591)</u>	<u>5,572,644</u>
LONG-TERM LIABILITIES			
Long-term debt, less current portion	5,479,703	-	5,479,703
Capital advances	66,333,341	-	66,333,341
Total long-term liabilities	<u>71,813,044</u>	<u>-</u>	<u>71,813,044</u>
TOTAL LIABILITIES	<u>83,896,279</u>	<u>(6,510,591)</u>	<u>77,385,688</u>
NET ASSETS			
Unrestricted	5,819,251	-	5,819,251
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 89,715,530</u>	<u>\$ (6,510,591)</u>	<u>\$ 83,204,939</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2014

	10/15/30/40/50/ 80/81/82/810/84 5	105	110
	SNHS Management Corporation	Rural Housing for the Elderly II Landing II	Rural Housing for the Elderly
	SNHS, Inc.		
REVENUES, GAINS AND OTHER SUPPORT			
Grant/contract revenue	\$ 35,622,242	\$ -	\$ -
Program service fees	132,115	1,256,324	-
Local funding	57,665	283,572	-
Rental income	-	534,153	323,275
Gifts and contributions	307,333	53,809	-
Special events and activities	-	-	-
Memberships	-	-	-
Interest Income	121	176,167	21
Unrealized gain on investments	-	532,490	-
In-kind	1,659,387	-	-
Miscellaneous	297,714	334,738	10,961
TOTAL REVENUES, GAINS AND OTHER SUPPORT	38,076,577	3,171,253	334,257
EXPENSES AND LOSSES			
Program services:			
Child Development	8,061,500	-	-
Community Services	1,157,420	-	-
Economic and Workforce Dev.	10,175,892	-	-
Energy	11,525,400	-	-
Hispanic-Latino Com. Services	441,488	-	-
Housing and Homeless	232,904	-	-
Nutrition and Health	2,328,252	-	-
Special Projects	1,908,834	-	-
Volunteer Services	144,840	-	-
SNHS Management Corporation	-	1,794,558	-
Housing Corporations	-	-	405,387
Total program services	35,976,530	1,794,558	405,387
Support services:			
Management and general	1,529,991	-	-
TOTAL EXPENSES AND LOSSES	37,506,521	1,794,558	405,387
CHANGE IN NET ASSETS	570,056	1,376,695	(71,130)
NET ASSETS - BEGINNING OF YEAR	2,110,553	11,970,692	(731,858)
NET ASSETS - END OF YEAR	\$ 2,680,609	\$ 13,347,387	\$ (802,988)
	\$ 121,135		

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2014

	120	130	140	145
	SNHS Elderly Housing	Sundial Elderly Housing	SNHS Northwood Elderly Housing	SNHS Elderly Housing, VII
REVENUES, GAINS AND OTHER SUPPORT				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	273,754	510,369	249,228	245,790
Gifts and contributions	-	-	-	-
Special events and activities	-	-	-	-
Memberships	-	-	-	-
Interest Income	437	33	12	17
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	2,389	17,223	4,752	8,558
TOTAL REVENUES, GAINS AND OTHER SUPPORT	276,580	527,625	253,992	254,365
EXPENSES AND LOSSES				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	273,814	587,362	319,028	378,011
Total program services	273,814	587,362	319,028	378,011
Support services:				
Management and general	-	-	-	-
TOTAL EXPENSES AND LOSSES	273,814	587,362	319,028	378,011
CHANGE IN NET ASSETS	2,766	(59,737)	(65,036)	(123,646)
NET ASSETS - BEGINNING OF YEAR	(403,655)	(1,096,936)	(566,993)	(268,781)
NET ASSETS - END OF YEAR	\$ (400,889)	\$ (1,156,673)	\$ (632,029)	\$ (392,427)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2014

	146	147	150	155
	SNHS Elderly Housing, VII	SNHS Elderly Housing, VIIA - Construction	SNHS Farmington Elderly Housing	SNHS Elderly Housing V
REVENUES, GAINS AND OTHER SUPPORT				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	190,725	171,022	302,701	225,582
Gifts and contributions	-	-	-	-
Special events and activities	-	-	-	-
Memberships	-	-	-	-
Interest Income	12	-	13	13
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	5,706	15,871	8,540	4,531
TOTAL REVENUES, GAINS AND OTHER SUPPORT	196,443	186,893	311,254	230,126
EXPENSES AND LOSSES				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	120,562	169,583	341,929	258,397
Total program services	120,562	169,583	341,929	258,397
Support services:				
Management and general	-	-	-	-
TOTAL EXPENSES AND LOSSES	120,562	169,583	341,929	258,397
CHANGE IN NET ASSETS	75,881	17,310	(30,675)	(28,271)
NET ASSETS - BEGINNING OF YEAR	(68,926)	(11,507)	(843,320)	(462,218)
NET ASSETS - END OF YEAR	\$ 6,955	\$ 5,803	\$ (873,995)	\$ (490,489)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2014

	160	170	175	180
	SNHS Elderly Housing II - Roberge	SNHS Elderly Housing III	SNHS Elderly Housing II - Chasse	Rural Housing for the Elderly II - Landing I
REVENUES, GAINS AND OTHER SUPPORT				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	332,876	382,136	312,134	292,276
Gifts and contributions	-	-	-	-
Special events and activities	-	-	-	-
Memberships	-	-	-	-
Interest Income	18	32	20	16
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	8,350	9,642	9,314	7,693
TOTAL REVENUES, GAINS AND OTHER SUPPORT	341,244	391,810	321,468	299,985
EXPENSES AND LOSSES				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	388,471	490,059	386,406	353,751
Total program services	388,471	490,059	386,406	353,751
Support services:				
Management and general	-	-	-	-
TOTAL EXPENSES AND LOSSES	388,471	490,059	386,406	353,751
CHANGE IN NET ASSETS	(47,227)	(98,249)	(64,938)	(53,766)
NET ASSETS - BEGINNING OF YEAR	(869,012)	(818,099)	(547,794)	(529,704)
NET ASSETS - END OF YEAR	\$ (916,239)	\$ (916,348)	\$ (612,732)	\$ (583,470)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2014

	185	190	200	210
	SNHS Elderly Housing IV	SNHS Raymond Elderly Housing	SNHS Pittsburg Elderly Housing	SNHS North Berwick Elderly Housing
REVENUES, GAINS AND OTHER SUPPORT				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	310,141	212,784	175,708	255,664
Gifts and contributions	-	-	-	-
Special events and activities	-	-	-	-
Memberships	-	-	-	-
Interest Income	26	19	9	15
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	9,824	4,705	116,456	6,566
TOTAL REVENUES, GAINS AND OTHER SUPPORT	319,991	217,508	292,173	262,245
EXPENSES AND LOSSES				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	392,104	246,357	222,879	281,002
Total program services	392,104	246,357	222,879	281,002
Support services:				
Management and general	-	-	-	-
TOTAL EXPENSES AND LOSSES	392,104	246,357	222,879	281,002
CHANGE IN NET ASSETS	(72,113)	(28,849)	69,294	(18,757)
NET ASSETS - BEGINNING OF YEAR	(585,866)	(463,049)	(531,701)	(448,450)
NET ASSETS - END OF YEAR	\$ (657,979)	\$ (491,898)	\$ (462,407)	\$ (467,207)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2014

	220	230	235	240
	SNHS			
	Greenfield Elderly Housing	SNHS Ashland Elderly Housing	SNHS Elderly Housing VI	SNHS Elderly Housing VIII
REVENUES, GAINS AND OTHER SUPPORT				
Grant/contract revenue	\$ -	\$ -	\$ -	\$ -
Program service fees	-	-	-	-
Local funding	-	-	-	-
Rental income	220,593	206,049	154,243	154,374
Gifts and contributions	-	-	-	-
Special events and activities	-	-	-	-
Memberships	-	-	-	-
Interest Income	17	42	5	8
Unrealized gain on investments	-	-	-	-
In-kind	-	-	-	-
Miscellaneous	3,841	5,043	3,170	3,839
TOTAL REVENUES, GAINS AND OTHER SUPPORT	224,451	211,134	157,418	158,221
EXPENSES AND LOSSES				
Program services:				
Child Development	-	-	-	-
Community Services	-	-	-	-
Economic and Workforce Dev.	-	-	-	-
Energy	-	-	-	-
Hispanic-Latino Com. Services	-	-	-	-
Housing and Homeless	-	-	-	-
Nutrition and Health	-	-	-	-
Special Projects	-	-	-	-
Volunteer Services	-	-	-	-
SNHS Management Corporation	-	-	-	-
Housing Corporations	291,881	263,149	204,799	169,204
Total program services	291,881	263,149	204,799	169,204
Support services:				
Management and general	-	-	-	-
TOTAL EXPENSES AND LOSSES	291,881	263,149	204,799	169,204
CHANGE IN NET ASSETS	(67,430)	(52,015)	(47,381)	(10,983)
NET ASSETS - BEGINNING OF YEAR	(383,873)	(141,153)	(113,023)	122,960
NET ASSETS - END OF YEAR	\$ (451,303)	\$ (193,168)	\$ (160,404)	\$ 111,977

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2014

	245	250	255
	SNHS Elderly Housing IX	SNHS Elderly Housing X	SNHS Elderly Housing XI
REVENUES, GAINS AND OTHER SUPPORT			
Grant/contract revenue	\$ -	\$ -	\$ -
Program service fees	-	-	-
Local funding	-	-	-
Rental income	151,877	149,506	173,247
Gifts and contributions	-	-	-
Special events and activities	-	-	-
Memberships	-	-	-
Interest Income	9	6	7
Unrealized gain on investments	-	-	-
In-kind	-	-	-
Miscellaneous	2,629	2,018	2,607
TOTAL REVENUES, GAINS AND OTHER SUPPORT	154,515	151,530	175,861
EXPENSES AND LOSSES			
Program services:			
Child Development	-	-	-
Community Services	-	-	-
Economic and Workforce Dev.	-	-	-
Energy	-	-	-
Hispanic-Latino Com. Services	-	-	-
Housing and Homeless	-	-	-
Nutrition and Health	-	-	-
Special Projects	-	-	-
Volunteer Services	-	-	-
SNHS Management Corporation Housing Corporations	190,539	182,307	206,067
Total program services	190,539	182,307	206,067
Support services:			
Management and general	-	-	-
TOTAL EXPENSES AND LOSSES	190,539	182,307	206,067
CHANGE IN NET ASSETS	(36,024)	(30,777)	(30,206)
NET ASSETS - BEGINNING OF YEAR	165,005	145,639	(5,607)
NET ASSETS - END OF YEAR	\$ 128,981	\$ 114,862	\$ (35,813)

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2014

	Sub-Total	Elimination	Totals
REVENUES, GAINS AND OTHER SUPPORT			
Grant/contract revenue	\$ 35,622,242	\$ -	\$ 35,622,242
Program service fees	1,388,439	(505,231)	883,208
Local funding	341,237	-	341,237
Rental income	7,472,423	-	7,472,423
Gifts and contributions	361,142	-	361,142
Special events and activities	-	-	-
Memberships	-	-	-
Interest Income	177,318	-	177,318
Unrealized gain on investments	532,490	-	532,490
In-kind	1,659,387	(1,659,387)	-
Miscellaneous	936,178	-	936,178
TOTAL REVENUES, GAINS AND OTHER SUPPORT	48,490,856	(2,164,618)	46,326,238
EXPENSES AND LOSSES			
Program services:			
Child Development	8,061,500	(1,506,701)	6,554,799
Community Services	1,157,420	-	1,157,420
Economic and Workforce Dev.	10,175,892	(152,686)	10,023,206
Energy	11,525,400	-	11,525,400
Hispanic-Latino Com. Services	441,488	-	441,488
Housing and Homeless	232,904	-	232,904
Nutrition and Health	2,328,252	-	2,328,252
Special Projects	1,908,834	-	1,908,834
Volunteer Services	144,840	-	144,840
SNHS Management Corporation	1,794,558	-	1,794,558
Housing Corporations	8,081,585	(505,231)	7,576,354
Total program services	45,852,673	(2,164,618)	43,688,055
Support services:			
Management and general	1,529,991	-	1,529,991
TOTAL EXPENSES AND LOSSES	47,382,664	(2,164,618)	45,218,046
CHANGE IN NET ASSETS	1,108,192	-	1,108,192
NET ASSETS - BEGINNING OF YEAR	4,711,059	-	4,711,059
NET ASSETS - END OF YEAR	\$ 5,819,251	\$ -	\$ 5,819,251

OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.
Mark R. Carrier, C.P.A.
Steven R. Lamontagne, C.P.A.

George A. Roberge, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, C.P.A., C.V.A.

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors of
Southern New Hampshire Services, Inc.
Manchester, New Hampshire

We have compiled the accompanying schedules of revenues and expenses – by contract of Southern New Hampshire Services, Inc. as of July 31, 2014. We have not audited or reviewed the accompanying schedules of revenues and expenses – by contract and, accordingly, do not express an opinion or provide any assurance about whether the schedules of revenues and expenses – by contract are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the schedules of revenues and expenses – by contract in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the schedules of revenues and expenses – by contract.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of schedules of revenues and expenses – by contract without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the schedules of revenues and expenses – by contract.

Ouellette & Associates, P.A.
Certified Public Accountants

April 30, 2015
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT
FOR THE YEAR ENDED JULY 31, 2014

State of NH Governor's Office of Energy & Community Services
Headstart Program
For the Period
August 1, 2013 to July 31, 2014
Fund # 305

REVENUES

Program funding	\$ 4,093,557
Other revenue	16,606
In-kind	1,293,203
Allocated corporate unrestricted revenue	(25,952)
Total revenue	5,377,414

EXPENSES

Payroll	2,201,509
Payroll taxes	228,352
Fringe benefits	556,009
Workers comp. insurance	14,999
Retirement benefits	120,663
Consultant and contractual	12,482
Travel and transportation	48,325
Conference and meetings	548
Occupancy	278,987
Advertising	1,232
Supplies	143,010
Equip. rentals and maintenance	6,048
Insurance	12,141
Telephone	31,336
Postage	2,146
Printing and publications	3,070
Subscriptions	68
Interest	-
Depreciation	7,650
Assistance to clients	11,400
Other direct expense	49,851
Miscellaneous	15,636
In-kind	1,293,203
Administrative costs	338,749
Total expenses	5,377,414

Excess of expenses over revenue	\$ -
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT
FOR THE YEAR ENDED JULY 31, 2014

State of NH Governor's Office of Energy & Community Services
LIHEAP Program
For the Period
October 1, 2013 to July 31, 2014
Fund # 630-14

REVENUES

Program funding	\$ 9,075,009
Other revenue	41
In-kind	-
Allocated corporate unrestricted revenue	5,732
Total revenue	<u>9,080,782</u>

EXPENSES

Payroll	461,326
Payroll taxes	49,414
Fringe benefits	79,127
Workers comp. insurance	1,277
Retirement benefits	22,410
Consultant and contractual	19,116
Travel and transportation	9,469
Conference and meetings	4,436
Occupancy	38,134
Advertising	358
Supplies	20,301
Equip. rentals and maintenance	3,288
Insurance	1,332
Telephone	13,947
Postage	20,341
Printing and publications	-
Subscriptions	74
Interest	-
Depreciation	5,731
Assistance to clients	8,263,775
Other direct expense	138
Miscellaneous	500
In-kind	-
Administrative costs	66,288
Total expenses	<u>9,080,782</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT
FOR THE YEAR ENDED JULY 31, 2014

State of NH Governor's Office of Energy & Community Services
LIHEAP Program
For the Period
August 1, 2013 to September 30, 2013
Fund # 630-13

REVENUES

Program funding	\$	176,137
Other revenue		3
In-kind		-
Allocated corporate unrestricted revenue		-
Total revenue		176,140

EXPENSES

Payroll		86,277
Payroll taxes		7,820
Fringe benefits		15,116
Workers comp. insurance		236
Retirement benefits		3,669
Consultant and contractual		7,221
Travel and transportation		2,846
Conference and meetings		275
Occupancy		9,747
Advertising		-
Supplies		22,059
Equip. rentals and maintenance		688
Insurance		-
Telephone		2,311
Postage		2,695
Printing and publications		596
Subscriptions		-
Interest		-
Depreciation		-
Assistance to clients		-
Other direct expense		109
Miscellaneous		385
In-kind		-
Administrative costs		14,090
Total expenses		176,140

Excess of expenses over revenue	\$	-
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT
FOR THE YEAR ENDED JULY 31, 2014

State of NH Governor's Office of Energy & Community Services
Early Headstart Program
For the Period
August 1, 2013 to July 31, 2014
Fund # 300

REVENUES

Program funding	\$ 1,218,232
Other revenue	4,834
In-kind	213,498
Allocated corporate unrestricted revenue	25,026
Total revenue	1,461,590

EXPENSES

Payroll	636,633
Payroll taxes	63,695
Fringe benefits	128,348
Workers comp. insurance	4,329
Retirement benefits	37,828
Consultant and contractual	6,766
Travel and transportation	7,390
Conference and meetings	-
Occupancy	135,561
Advertising	333
Supplies	32,215
Equip. rentals and maintenance	1,757
Insurance	2,563
Telephone	16,295
Postage	64
Printing and publications	1,091
Subscriptions	-
Interest	14,637
Depreciation	25,036
Assistance to clients	268
Other direct expense	30,475
Miscellaneous	4,198
In-kind	213,498
Administrative costs	98,610
Total expenses	1,461,590

Excess of expenses over revenue	\$ -
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT
FOR THE YEAR ENDED JULY 31, 2014

Electric Energy Assistance

For the Period
August 1, 2013 to July 31, 2014
Fund # 665

REVENUES

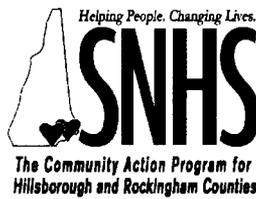
Program funding	\$ -
Other revenue	747,404
In-kind	-
Allocated corporate unrestricted revenue	(1)
Total revenue	<u>747,403</u>

EXPENSES

Payroll	415,717
Payroll taxes	44,392
Fringe benefits	74,013
Workers comp. insurance	1,056
Retirement benefits	16,014
Consultant and contractual	18,883
Travel and transportation	3,285
Conference and meetings	-
Occupancy	45,506
Advertising	260
Supplies	33,028
Equip. rentals and maintenance	3,976
Insurance	670
Telephone	14,526
Postage	14,088
Printing and publications	596
Subscriptions	74
Interest	-
Depreciation	-
Assistance to clients	-
Other direct expense	134
Miscellaneous	260
In-kind	-
Administrative costs	60,925
Total expenses	<u>747,403</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent accountant's compilation report.



SOUTHERN NEW HAMPSHIRE SERVICES
The Community Action Partnership for Hillsborough and Rockingham Counties
Helping People. Changing Lives.

MISSION STATEMENT

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 66 towns and 2 cities in Hillsborough and Rockingham Counties.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:
 - 1. Secure and retain meaningful employment
 - 2. Attain an adequate education
 - 3. Make better use of available income
 - 4. Obtain and maintain adequate housing and a suitable living environment
 - 5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
 - 6. Remove obstacles and solve problems which block the achievement of self-sufficiency
 - 7. Achieve greater participation in the affairs of the community, and
 - 8. Make more effective use of other programs related to the purposes of the enabling federal legislation.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.
- D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

PO Box 5040, Manchester, NH 03108 - (603)668-8010

The Community Action Agency for Hillsborough and Rockingham Counties

BOARD OF DIRECTORS ~ February 2016

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<p><u>Representing Manchester</u> Lou D'Allesandro Joseph Lachance</p>	<p><u>Representing Manchester</u> German J. Ortiz <i>Treasurer</i> Term: 9/15-9/18</p> <p>Sarah Jacobs Term: 9/14-9/17</p>	<p><u>Representing Manchester</u> James Brown 9/15-9/18</p> <p>Orville Kerr Term 9/15-9/18</p>	<p>Melissa Bryan Term: 12/15-12/17</p>
<p><u>Representing Nashua</u> Kevin Moriarty Vacant</p>	<p><u>Representing Nashua</u> Dolores Bellavance, <i>Vice-Chairman</i> Term: 9/15-9/18</p> <p>Wayne R. Johnson Term: 9/15-9/18</p>	<p><u>Representing Nashua</u> Bonnie Henault Term: 9/14-9/17</p> <p>Shirley Pelletier Term: 9/14-9/17</p>	
<p><u>Representing Towns</u> Thomas Mullins Linda T. Foster</p>	<p><u>Representing Towns</u> Richard Delay, Sr., <i>Chairman</i> Term: 9/15-9/18</p> <p>Vacant</p>	<p><u>Representing Towns</u> Martha Verville Term: 9/13-9/16</p> <p>Deirdre O'Malley Term: 9/13-9/16</p>	
<p><u>Representing Rockingham County</u> Jill Jamro, <i>Secretary</i> Vacant</p>	<p><u>Representing Rockingham County</u> Dan McKenna Term: 9/14-9/17</p> <p>Carrie Marshall Gross Term: 12/14-9/17</p>	<p><u>Representing Rockingham County</u> Patti Ott Term: 9/13-9/16</p> <p>Alicia Salisbury Term: 12/13-9/16</p>	

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Southern New Hampshire Services

Name of Program: Child Care Resource and Referral Services

BUDGET PERIOD:		SFY 16		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Donnalee Lozeau	Executive Director	\$135,008	0.00%	\$0.00
Deborah Gosselin	Chief Operating Officer	\$113,404	0.00%	\$0.00
Michael O'Shea	Chief Financial Officer	\$112,476	0.00%	\$0.00
Jeanne Agri	Child Development Director	\$79,716	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD:		SFY 17		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Donnalee Lozeau	Executive Director	\$138,923	0.00%	\$0.00
Deborah Gosselin	Chief Operating Officer	\$116,693	0.00%	\$0.00
Michael O'Shea	Chief Financial Officer	\$115,738	0.00%	\$0.00
Jeanne Agri	Child Development Director	\$82,028	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

DONNALEE LOZEAU

Community/Civic Involvement- Current

- Governor's Judicial Selection Commission
- Governor's Transportation Committee
- Reaching Higher for Education NH
- NH Center for Public Policies Studies
- American Council of Young Political Leaders, Alumni Member
- Mary's House Advisory Board
- The Plus Company
- No Labels
- Fix the debt

Community/Civic Involvement- Past

- Mayor's Task Force on Youth, Co-Chair
- Big Brothers Big Sisters Board of Directors, Immediate Past President, current Big Sister
- Manchester Community Resource Center, Board of Directors
- Greater Nashua Dental Connection Board of Directors, Founding Member
- Health Care Fund Community Grant Program Advisory Council
- Nashua Youth Council Board of Directors
- Great American Downtown
- Servicelink Board of Directors
- NH Energy and Climate Collaborative
- Health Care District Council V
- Task Force for the Renewal of Judicial Conduct Procedures
- Domestic Violence Coordinating Council Nashua
- Discipline Review Committee Nashua School District
- Nashua Community College Advisory Board
- Nashua Airport Authority, Commissioner
- US Conference of Mayors
- Nashua Legislative Delegation, Chair and Vice Chair

EXPERIENCE

Southern New Hampshire Services, Inc.
(January 2016-Present)

Manchester, NH

Executive Director/CEO

- Agency development and oversight

City of Nashua, New Hampshire
(2008-2016) - Elected

Nashua, NH

Mayor

- Overall day to day management of city operations
- Annual budget development and oversight
- Chair of Board of Public Works
- Chair of Finance Committee

Southern New Hampshire Services, Inc.
(1993 – 2008)

Manchester, NH

Director of Program and Community Development

- Assessed the need for services throughout Hillsborough County through community outreach
- Developed partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Developed 219 units of Elderly Housing
- Founded Mary's House 40 units of housing for homeless women
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services
- Secured Property and developed sites for two outreach office locations and four housing developments
- Developed the program and secured the site for our Economic Opportunity Center

City Streets Restaurant, (1986-1991)
City Streets Diner, (2000 – 2003)

Nashua, NH
Nashua, NH

Co-Owner/Operator

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts
- Responsible for oversight of the day to day operations and restaurant management to include hiring and firing of employees, employee performance evaluations and scheduling of staff
- Manage Accounts Payable and Accounts Receivable, purchasing, auditing, deposit, and check processing functions for the restaurant
- Responsible for compliance with local, state and federal requirements as related to; licenses, taxes, fees and staff

Past Community/Civic Involvement Continued

- American Legion Granite Girls State (student advisor)
- Nashua Senior High School Senate- Community Advisor
- East Hollis Street Master Plan-Steering Committee
- New Hampshire Criminal Justice Resource Center, Director
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member
- Reclaiming Futures, local asset building development collaborative, founding member
- Mayor's Task Force on Housing, Chair
- Greater Nashua Asset Building Coalition, Founding Member
- Greater Nashua Healthy Community Collaborative, Member
- New Futures, Adolescent Treatment Collaborative, Member
- NH Workforce Housing Council, Member
- Continuum Care for the Homeless, Member
- United Way Community Needs Assessment Committee, Member
- New Hampshire Charitable Foundation State Board, Member

ELECTED OFFICE

NH State Representative, Hillsborough County, District 30

(1984 – 2000)

Deputy Speaker of the NH House of Representatives

(1995 – 2000)

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised *House Calendar* content;
- Presided over House sessions and coordinated Committees of Conference
- House Staff and Security oversight
- Responsible for functions of the House on behalf of or in the absence of the Speaker

Committee Assignments:

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- Chair, New member Orientation
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- Member State and Federal Relations Committee

Appointments:

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council, member
 - Chairman Subcommittee on Offenders,
 - Space and Prison Programming
 - Co-Chair Juveniles subcommittee
- National Conference of State Legislatures Law and Justice Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

EDUCATION & TRAINING

- CCAP, Certified Community Action Professional
- Rivier College, Nashua, NH- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Computer Skills, Microsoft Office Applications
- Justice of the Peace

MICHAEL O'SHEA

EXPERIENCE

- 1976 - Present **Southern New Hampshire Services, Inc.**
Community Action Agency for Hillsborough County, N H
Fiscal Officer / Deputy Director
Responsible for overseeing all organization fiscal operations, including general ledgers, budget preparation, purchasing, insuring fiscal accountability, monitoring cash management systems, contracting independent annual audits, and insuring acceptable accounting standards and procedures. Responsible for maintaining fiscal and accounting practices in accordance with funding source requirements and policies of the SNHS Board of Directors.
- 1973 - 1976 **Accountant**
Assistant to comptroller in all agency accounting functions. Programs included: CETA - Department of Labor; Elderly Nutrition - State Council on Aging; Head Start - Dept. of Health, Education and Welfare; Administration, Office of Economic Opportunity; and various other Federal and State grants.

Major responsibilities included reporting to management as well as the various Government agencies on all fiscal affairs. Duties included monthly financial reports, budgets, general ledger, accounts payable, receivable, and payroll.
- 1973 - 1974 **Social Worker**
Helped with running of food co-op. Distributed surplus foods. Certified needy people for fuel loans. Placed high scholars in jobs through Rent-A-Kid.
- 1969 - 1973 **Jordan Marsh, Portland, Maine**
Shuttle driver responsible for passengers and mail from Portland to Boston and return. Stock boy.

EDUCATION

- 1972 - 1974 New Hampshire College, Manchester, NH
B.S. Accounting. Major courses in Accounting and Math.
- 1970 - 1972 Andover Institute of Business, Portland, Maine
A. S. Accounting. Major courses in Accounting and Math.

DEBORAH A GOSSELIN

EXPERIENCE

**Southern New Hampshire Services, Inc.,
(1979 – Present)
Manchester, NH**

Chief Operating Officer (1997 – Present)

- Coordinate the operations of more than two dozen current programs and implement new programs, all providing services for economically disadvantaged population
- The diverse component programs which require an integrating factor for effective management, targeting of resources and fiscal responsibility to the agency, to each other and to the general community
- Work with developmental staff to start-up, integrate with other component program through initial orientation of new Program Directors
- Facilitate meetings
- Develop partnerships with community agencies who can lend support
- Serve as resource person for development and implementation of management skills, techniques and trainings.

Head Start/Child Development Director (1994 – 1997)

- Administered federally funded Head Start Program
- Duties included Grant writing, program planning implementation, evaluation responsible for development and coordination of the major components of the Head Start program; education, health, mental health, social services, parent involvement, nutrition, disabilities and transportation.

Family Services Director (1982 – 1994)

- Administered several federally funded energy programs
- Duties included program planning, implementation, evaluation
- Designed programs with private sector which included: Neighbor Helping Neighbor, Residential Low Income Conservation and Residential Space Heating Programs
- Developed strong relationships with community organizations and funding sources
- Served as the state chairperson of New Hampshire's Fuel Assistance Directors Association
- Acted as liaison between Community Action Agencies and the Governor's Office of Energy and Planning
- Also provided supervision and training to program coordinator, oversaw the budget, approved final selection of staff for Accompanied Transportation and Parent Aide Programs.

Field Coordinator (1980 – 1983)

- Assisted the Director of the Fuel Assistance Program
- Trained, supervised and evaluated staff
- Implemented program outreach activities
- Wrote public service announcements and press releases.

Community Liaison (1979 – 1983)

- Established social service network through Hillsborough County
- Informed the general public about agency services and program criteria
- Started Citizen's Advisory Council.

Head Start Lead Teacher/Family Coordinator (1977 – 1979)

Nashua and Manchester, NH

- Responsible for classroom management of pre-school children and daily planning geared towards individual needs
- Conducted parenting skills workshops and home visits
- Developed a Parent Advisory Council and coordinator of the Curriculum Committee.

JEANNE AGRI

OBJECTIVE: To Acquire as Administrative position within the field of Early Childhood Education.

SUMMARY OF QUALIFICATIONS

Offer Bachelor Degree Elementary Education with a concentration in Early Childhood Enhanced by fifteen years of teaching in the field.

Self-starter with strong planning, controlling, organizing and leadership skills.

Articulate and effective educator dedicated to further high educational standards in Education.

Consistently maintain excellent relations with students, parents, faculty and administrators. Works well as part of a team or independently.

EMPLOYMENT

2001

To Present

SOUTHERN NEW HAMPSHIRE SERVICES, INC., Manchester, NH

Director of Child Development Programs

Management of all Hillsborough County Head Start and Early Head Start Programming and SNHS-sponsored Child Care facilities. Responsibilities include all aspects of program management for compliance with federal and state regulations, staff supervision, resource development, financial management and community net-working.

1999 - 2001

SOUTHERN NEW HAMPSHIRE SERVICES, INC., Manchester, NH

Child Development Programs, Quality Assurance Director/Co-Director

Overall monitoring for quality assurance of all Child Care programs including program plans, curriculum, and staff development. Assisted Director of Child Development Programs with all aspects of program management, supervision, and fiscal accountability.

1997 - 1999

SOUTHERN NEW HAMPSHIRE SERVICES, INC., Manchester, NH

Area Manager/Education Manager

Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers relevant to day-to-day operations, fiscal management, staffing and related quality assurance issues. Additional duties included implementation and monitoring of assigned educational curriculum activities for all SNHS Child Development programming.

1995 - 1997

SOUTHERN NEW HAMPSHIRE SERVICES, INC., Manchester, NH

Child Care Center Director/Site Manager

Management of day-to-day operations, including staff supervision and quality assurance of all Center Child Care activities.

1995 - 1997

NEW HAMPSHIRE TECHNICAL COLLEGE, Nashua, NH

Instructor

Child Growth & Development;
Curriculum Development for Early Childhood Education

1990 - 1994

JP KIDS & COMPANY, Windham, NH

Designed and implemented the kindergarten curriculum. Designed student evaluation forms for threes, fours and fives. Conducted student evaluations and parent conferences.

Supervised and evaluated student interns from Hesser and Castle College. Taught morning kindergarten program. Planned and implemented an inclusion program for children with mild to severe special needs.

- 1984 - 1987** **EARLY YEARS KINDERGARTEN, Windham, NH**
Kindergarten Teacher
Taught morning kindergarten program. Set up materials and planned activities for the after-school Child Care program.
- 1984 - 1985** **PIXIE PRE-SCHOOL, Londonderry, NH**
Teacher
Team-taught morning three and four year old nursery programs. Active involvement with children, individually and in small groups. Evaluated daily activities and each child's progress.
- 1983 - 1984** **NASHUA KINDA CASTLE, Nashua, NH**
Pre-school Teacher
Taught morning four-year-old program. Prepared lunches for children. Supervised after school program.
- 1980 - 1983** **FLEET BANK, Derry, NH**
Teller

EDUCATION

Notre Dame College, Manchester, NH – 1981
B. A. Elementary Education, Early Childhood Concentration
N.H. Certified grades kindergarten - sixth

PROFESSIONAL AND PERSONAL DEVELOPMENT EXPERIENCES

Explorations in Science
Alphabets and Calendars: Are They Developmentally Appropriate?
Supervision of Student Teachers and Classroom Assistants
Teaching Nature to Young Children
Touch and Tell Science Activities For Young Children
Movement Across the Curriculum: An Integrated Approach to Moving and Learning
Developmental Observation and Assessment of Children from the ages three and half to seven
Extended New Hampshire School Readiness Workshop
Adjustment Issues of Children with Special Needs
Social, Emotional and Behavioral Development During the Preschool Years/SERESC
Whole Language in Early Childhood Education
Stress Reduction for Young Children
Redirecting Behavior and Enhancing Self-Esteem
Exploring Children's Art: A Developmental Perspective
Curriculum Activities for Early Childhood Classrooms

REFERENCES

Furnished upon request



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
 DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas
 Commissioner

Lorraine Bartlett
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4451 1-800-852-3345 Ext. 4451
 FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 17, 2015

G&C Approved

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, NH 03301

Date 5/27/15
 Item # 21

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with Southern New Hampshire Services, Inc. (Vendor # 91891) for the provision of statewide Child Care Resource and Referral services in an amount not to exceed \$1,980,000, effective July 1, 2015, or date of Governor and Executive Council approval, whichever is later, through June 30, 2017. 100 % Federal Funds

Funds to support this request are anticipated to be available in the following account in State Fiscal Years 2016 and 2017 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years, if needed and justified, without further approval of the Governor and Executive Council.

05-95-42-421110-29780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Fiscal year	Class/Object	Class Title	Activity Number	Amount
2016	102-500731	Contracts for Program Services	42117709	\$990,000
2017	102-500731	Contracts for Program Services	42117709	\$990,000
			Total	\$1,980,000

EXPLANATION

The purpose of this request is for the provision of a statewide Child Care Resource and Referral program that will: assist families in securing high quality child care for their children; refer families to community supports, as needed; and assist child care programs to improve program quality by providing a centralized network of services for families in need of child care and community services, and for child care service providers.

The Division for Children, Youth and Families Child Development Bureau administers funds available through the Federal Office of Child Care Child Care and Development Fund. These funds support eligible low-income families by providing child care financial assistance and by supporting a variety of activities that assist them in securing high quality child care. These federal funds also support continuous quality improvement of early childhood and child care programs through the provision of training and targeted technical assistance to program staff, which results in positive outcomes for children.

The Contractor will ensure that high quality, culturally competent Child Care Resource and Referral services are known and accessible to the widest possible number of families, providers, businesses and community members statewide. The Contractor will ensure consistency in data collection and reporting of services in the National Association of Child Care Resource and Referral Agencies (now known as Child Care Aware® of America) Data Suite. This statewide database, gives families the opportunity to be supported by Child Care Resource and Referral staff immediately upon contact, via telephone, in-person, or online.

The Contractor will coordinate, market, and provide training opportunities for child care program staff, set up of training sites and coordinate participant registration, trainee data and training materials, and the credentialing of participants.

The Contractor will provide technical assistance to child care providers to improve quality and increase access of high quality child care to families. Technical assistance activities include but are not limited to: assisting with credentialing of the child care workforce through the NH Early Childhood Professional Development System; providing training and technical assistance in business management practices for child care programs; and providing technical assistance to child care programs to support them to implement the Strengthening Families approach.

The Contractor will also assist child care programs with completing a written emergency preparedness plan based on the Incident Command System and with creating individual professional development plans designed to increase teacher competency, especially in the realm of the NH Early Learning Standards.

The ability to consistently collect, utilize and report accurate data is necessary to meet the requirements of the Federal Office of Child Care and the recently reauthorized Child Care Development Block Grant. This is accomplished through this contract by use of the Child Care Aware® of America database.

This contract was competitively bid. The Department published a Request for Proposals on December 1, 2014 to solicit proposals from vendors for the provision of statewide Child Care Resource and Referral services under one contract. The Request for Proposals was published on the Department's website with a closing date of January 16, 2015. The Department received three (3) proposals, which were evaluated by managers and program specialists. Southern New Hampshire Services was selected. The bid summary sheet is attached.

The attached contract includes the option for the Department to renew the contract for up to three (3) periods of two (2) years each, subject to the continued availability of funds, satisfactory ~~performance of services and approval by the Governor and Executive Council.~~

The selected Contractor will provide statewide Child Care Resource and Referral program services across all Division of Client Services District Office catchment areas in order to: reduce administrative program costs; increase funding for training and targeted technical assistance activities that will increase child care program quality; and increase access to high quality child care programs for children of low-income families.

Should the Governor and Executive Council not approve this request Child Care Resource and Referral services will not be available to families and child care programs, which could result in lack of alignment in child care practices and/or services including failure to increase access to high quality child care for low-income families. This would also result in DCYF being out of compliance with the Child Care and Development Fund Federal Plan and the new requirements of the Child Care Development Block Grant Act, signed into law on November 19, 2014.

Source of Funds: 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.575, Federal Agency Department of Health and Human Services, Administration for Children and Families, Child Care and Development Block Grant

Area Services: Statewide

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Statewide Child Care Resource and Referral
Services

16-DHHS-OHS-DCYF-01

RFP Name

RFP Number

Bidder Name

1. Easter Seals, NH
2. Southeastern Regional Education Service Center, Inc. (SERESC)
3. Southern NH Services (SNHS)

Pass/Fail	Maximum Points	Actual Points
	390	287
	390	238
	390	355

Reviewer Names

1. Dague Clark (Cost) Administrator
III, Thayer
2. Claudette Mallory (Cost) Program
Specialist II, Thayer
3. Dr. Ellen Wheatley (Tech), cost
observer no-vote, Dir Res & Inst
4. Kristin Booth (Tech) Program
Specialist IV Thayer
5. Jessica Sugrue (Tech) Program
Specialist III Thayer
6. Susan Foley (Tech) Program
Specialist IV Thayer

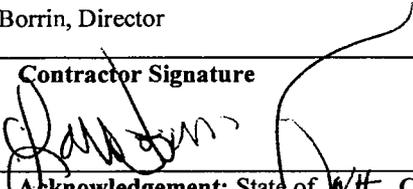
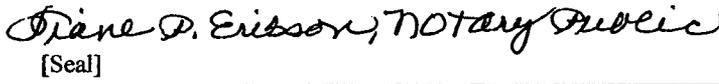
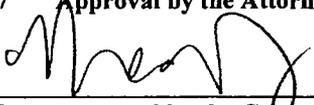
Subject: Child Care Resource and Referral Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Southern New Hampshire Services, Inc.		1.4 Contractor Address 40 Pine Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number 05-095-42-421110-29780000	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,980,000
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gale F. Hennessy, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>4/4/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		DIANE P. ERIKSON, Notary Public My Commission Expires May 23, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace DIANE P. ERIKSON, EXECUTIVE ASSISTANT			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York - Attorney On: <u>5/1/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:
Date:

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

2. Services to Be Provided...

- 2.1. The Contractor will promote and market high quality, culturally competent, Child Care Resource & Referral (CCR&R) services statewide to families, providers, businesses and community members. The Contractor will:
 - 2.1.1. Annually update marketing materials using Child Care Aware® of America's (formerly NACCRRA) best practices. Marketing materials will include but not be limited to:
 - 2.1.1.1. Brochures,
 - 2.1.1.2. Flyers,
 - 2.1.1.3. Display posters,
 - 2.1.1.4. Pens,
 - 2.1.1.5. Magnets, and
 - 2.1.1.6. Other marketing tools.
 - 2.1.1.7. Materials will be updated in both English and Spanish and at minimum, will contain:
 - 2.1.1.8. Program name;
 - 2.1.1.9. Toll free phone number; and
 - 2.1.1.10. Website.
 - 2.1.1.11. The update will occur in May of each year.
 - 2.1.2. Create a brand/logo for CCR&R that reflects a statewide approach to CCR&R services and programming.



Exhibit A

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- 2.1.2.1. The existing brand, Child Care Aware® of New Hampshire, will be utilized if permission is granted from the current organization, to minimize cost associated with creating and marketing a new brand/logo.
 - 2.1.2.2. Brand/Logo should be completed by September 2015.
 - 2.1.3. The Contractor will create a comprehensive website that is easily assessable, up-to-date and user-friendly.
 - 2.1.3.1. This site will have tabs or “buttons” specifically for families, providers and the community. Under each tab, a list of informative and related resources and links will be provided. A tab for businesses will also be added to promote program services to local and state businesses. Tabs specific to Families and Providers will be created as outlined below:
 - 2.1.3.1.1. Families: This tab will be on the main page of the website and will give Families the option of selecting a Child Care Search Online, Child Care Licensing Information, Quality Matters (to include what quality is, questions to consider when selecting a program, quality indicators and designations of quality), Financial Assistance (how to apply for child care scholarship, including link to NH Easy, an online application link for assistance), Complaint Policies, Family Resources, and Child Care Chat Feature.
 - 2.1.3.1.2. Providers: This tab will be on the main page of the website and will give Providers the option of searching for Training, Technical Assistance, Child Care Training Academy (an online customizable training component), NH Professional Registry, Provider Resources (to include current DHHS Contractors and Stakeholders, etc.) and Child Care Chat Feature and/or interactive group chat with log-in.
 - 2.1.3.2. This site will be reflective of New Hampshire and will have:
 - 2.1.3.2.1. Photos and videos specifically to provide a visual of CCR&R services throughout the state.
 - 2.1.3.2.2. There will be photos of CCR&R Staff under an “About Us” tab to give the site a friendly and usable feel for a statewide audience of CCR&R Program users.
 - 2.1.3.2.3. The NH Professional Registry, (with the CDB consent), will be housed on this site for quick access as will the Online Referral Module for Families seeking child care referrals.
 - 2.1.3.2.4. A link to Eventbrite trainings and Facebook.
-



Exhibit A

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- 2.1.3.2.5. Hot Topics will be incorporated on the home page of the website to list the most current information and resources available to families and providers.
 - 2.1.3.2.6. A translator function will be available on this site to translate information into any language.
 - 2.1.4. The Contractor will disseminate marketing materials and information, to promote public awareness, through various means such as:
 - 2.1.4.1. Local hospitals,
 - 2.1.4.2. Pediatrician and general practitioner offices,
 - 2.1.4.3. Early intervention programs,
 - 2.1.4.4. Churches,
 - 2.1.4.5. Local retailers,
 - 2.1.4.6. Realtors,
 - 2.1.4.7. Libraries,
 - 2.1.4.8. Grocery stores,
 - 2.1.4.9. Restaurants,
 - 2.1.4.10. DHHS district offices,
 - 2.1.4.11. NHEP offices and partner meetings,
 - 2.1.4.12. Health clubs,
 - 2.1.4.13. Malls,
 - 2.1.4.14. Community boards,
 - 2.1.4.15. School districts and local community colleges,
 - 2.1.4.16. Through community events,
 - 2.1.4.17. Family resource centers,
 - 2.1.4.18. Community action agencies,
 - 2.1.4.19. WIC,
 - 2.1.4.20. 211,
 - 2.1.4.21. Fuel assistance offices,
 - 2.1.4.22. Child health support services and workplace success programs.
 - 2.2. The Contractor will provide statewide child care resource and referral services to families who may or may not be receiving assistance or services from the New Hampshire Employment Program (NHEP) or the Department. The Contractor will:



Exhibit A

-
- 2.2.1. Maintain regular business hours from 8:30 a.m. – 4:30 p.m., Monday through Friday in the main office (Southern/Manchester Regional/Main Office) and in each of the four regional offices (Concord/Laconia Regional Outreach Office, Berlin/Conway/Littleton Regional Outreach Office, Claremont/Keene Outreach Regional Office, Rochester/Seacoast Regional Outreach Office).
 - 2.2.2. Offer appointments for services outside of the regular business hours, specified in section 2.2.1., by request through the program’s website.
 - 2.2.3. Conduct referrals via phone, in-person, online or at NHEP orientations.
 - 2.2.4. Maintain a strong working relationship with NHEP and DHHS staff in each District Office.
 - 2.2.4.1. The Contractor will participate in NHEP orientations to inform participants with information about child care, what assistance may be available to meet their needs and information regarding child care licensing and quality indicators to look for when selecting a child care program for their child(ren).
 - 2.3. The Contractor will follow up with clients two to three weeks after an initial referral is taken using a developed evaluation and follow up process using various methods such as:
 - 2.3.1. Phone contact (in English & Spanish),
 - 2.3.2. A paper survey (included in each referral packet),
 - 2.3.3. Through “Survey Monkey” (a web-based survey link), or
 - 2.3.4. Mailing a “Family Satisfaction Survey”.
 - 2.4. The Contractor will enter all information concerning follow up attempts and completed surveys into the Child Care Aware® of America NACCRRRA Data Suite database and provide a quarterly report to the Program Specialist monitoring the contract.
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- 2.5. The Contractor will collaborate with DHHS contractors and other stakeholders to maximize the cost benefit of providing statewide services to families and child care programs. The Contractor will:
 - 2.5.1. Provide service in multiple regions within the state in a consistent and streamlined approach;
 - 2.5.2. Place emphasis on proper , reliable and valid data collection and reporting;
 - 2.5.3. Utilize a “Go-to-Meeting” format, conference calling or other technological services as an alternative means to still engage with client personally with minimizing the expenses associated with travel and time providing direct in-person services;



Exhibit A

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- 2.5.4. Work with CCLU to maintain and update, accurate and complete NACCRRAware database of child care programs;
 - 2.5.5. Collaborate with other State of NH contractors to promote each other's services and to assist in increasing awareness of contracted services; and
 - 2.5.6. CCR&R Outreach Specialists work with CDB Specialists on ensuring that the data in each of their respective databases is accurate in terms of which providers are enrolled in and accepting child care scholarships.
- 2.6. The Contractor will maintain current relationships/collaborations with other agencies and organizations to maximize child care resource services. These include but are not limited to:
- 2.6.1. New Hampshire Employment Program;
 - 2.6.2. Child Development Bureau;
 - 2.6.3. Child Care Licensing Unit;
 - 2.6.4. Child Care Aware of New Hampshire;
 - 2.6.5. Early Head Start and Head Start Programs;
 - 2.6.6. Alliance of Better Childcare (ABC);
 - 2.6.7. Arts Alliance of New Hampshire;
 - 2.6.8. Carroll County Round Table;
 - 2.6.9. City of Derry Public Health Department;
 - 2.6.10. Early Learning New Hampshire (ELNH);
 - 2.6.11. New Hampshire Association for the Education of Young Children (NHAEYC);
 - 2.6.12. New Hampshire Children's Trust;
 - 2.6.13. Seacoast Early Learning Alliance (SELA);
 - 2.6.14. SPARK NH;
 - 2.6.15. Watch Me Grow NH;
 - 2.6.16. Comprehensive Resource for Out-of-School Staff NH;
 - 2.6.17. Early Education and Intervention Network;
 - 2.6.18. Family Resource Centers;
 - 2.6.19. Granite State Collect;
 - 2.6.20. Dr. Michael Kalinowski; and
 - 2.6.21. Southeaster Regional Education Service Center Inc.



Exhibit A

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- 2.7. The Contractor will provide web-based services for families and child care providers by using NACCRRAware Suite of Data Services (NDS) to access and maintain the database for the state. NDS consists of the following:
- 2.7.1. NACCRRAware (NW) - generates child care referrals for families and reports. NW will manage client, provider and community data.
 - 2.7.2. Online Referral Module (ORM) - is an online service that allows CCR&R to have the ability and flexibility to configure fields for families to access online referrals. This module includes an option to translate online referrals into other languages, if needed.
 - 2.7.3. Online Provider Services (OPS) - is an online service that will give programs the ability to review and update their program information into NACCRRAware. This application also allows CCR&R to upload files, forms, training information, emergency preparedness guides and other pertinent information for providers to access easily online.
 - 2.7.4. Training Tracking and Technical Assistance Management or TTAM - consists of various components. Training Tracking (TT) will manage, track and report trainings for child care providers. The Training Portal, which is for Trainers/Trainees, provides web based access for Trainer and Trainee records. The Online Training Calendar (OTC) via TTAM, will provide CCR&R with the ability to create local, regional and statewide training calendars and allow training participants to register online for these training opportunities. Technical Assistance Management (TA) is the module used to manage, track and report on technical assistance provided to child care programs. Training Registry (TR) will track the demographics, education, employment background and training history of child care providers and cross sector professionals and will also identify and record their advancement in the field.
 - 2.7.5. Child Care Training Academy is a web-based platform that allows providers to access online training for a fee. The academy offers a variety of training and also gives providers the ability to customize their training. Child Care Aware of America® is currently working on developing a data integration between Child Care Aware Training Academy and the TT Datasets. This would then mean that trainees participating in a Child Care Training Academy would be able to have information regarding their participation in their Registry Record through the NH Professional Registry.
 - 2.7.6. Child Care Online (CCO) - will give providers the ability to create a "virtual" tour of their child care program with pictures and descriptions to help them market their program to families. This feature is not currently used by CCR&R, however, if needed CCR&R will begin utilizing this feature to assist programs in their marketing efforts.
 - 2.7.7. Quality Indicators (QI) - will provide an easy to understand program profile to families that highlights a program's quality indicators or areas of quality. This



feature is relatively new to NDS. CCR&R will work with the CDB on utilizing this feature to help the state meet the federal plan requirements and to help promote and market QRIS (Quality Rating Improvement System).

- 2.8. The Contractor will ensure that data collection and reports are accurate and consistent statewide.
 - 2.8.1. Actively assist in maintaining the NACCRRRA Data Suite (NDS) database to house statewide data with accurate and current information regarding child care needs and child care program information, including integration with all modules of the data suite as mentioned in 2.6.1 through 2.6.7.
 - 2.8.2. The SNHS program manager will assist in populating the database data fields and updating them regularly and appropriately.
 - 2.8.3. Activity conducted between CCR&R staff and child care programs will be documented in the database.
 - 2.8.4. SNHS CCR&R will conduct a minimum of five updates to the NACCRRRA Data Suite (NDS) on an annual basis which include but are not limited to:
 - 2.8.4.1. Conducting a full and partial update to the provider section of the database;
 - 2.8.4.2. An annual update and review of the community section
 - 2.8.4.3. An annual update and review of client records
 - 2.8.4.4. Deletion of duplicate records; and
 - 2.8.4.5. Updating providers accepting Preventive and Protective Care and changing their licensing status and/or quality designation.
- 2.9. The Contractor will ensure the database is updated with current information on a regular basis and will delete any duplicate or unnecessary data.
 - 2.9.1. Protocol for deletion of client, provider and community records follows. The Contractor will delete:
 - 2.9.1.1. Inactive clients with no action log history within the past two years;
 - 2.9.1.2. Duplicate client records, all relevant history will be kept or moved to the saved account;
 - 2.9.1.3. Online Referral Module (ORM) clients with no referral history within the last two years;
 - 2.9.1.4. Child care programs/providers with no activity within a calendar year;
 - 2.9.1.5. Duplicate community records;
 - 2.9.1.6. Community records not actively used by CCR&R staff within a calendar year.
 - 2.9.2. Update current information:



Exhibit A

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- 2.9.2.1. Client Section:
 - 2.9.2.1.1. Entering client information for referrals will be done within one business day;
 - 2.9.2.1.2. Deleting duplication of records will be done in July/August of each year;
 - 2.9.2.1.3. Administration and configuration of the Client Section data fields will be done as needed with the DHHS Child Development Bureau (CDB).
 - 2.9.2.2. Provider Section:
 - 2.9.2.2.1. Entering new providers in the database when received within five business days of receiving the information;
 - 2.9.2.2.2. Updating provider information in database will done in March and November;
 - 2.9.2.2.3. Inactive records will be deleted in December/January of each year;
 - 2.9.2.2.4. Updating Preventive and Protective Care and new/closed programs within five business days of receiving lists from DHHS Child Development Bureau (CDB) and/or Child Care Licensing Unit (CCLU).
 - 2.9.2.3. Community Section:
 - 2.9.2.3.1. Adding Community Records will be done within five business days of receiving the information;
 - 2.9.2.3.2. Reviewing and updating community section will be done in December and January of each year;
 - 2.9.2.3.3. Deleting community records will be done in December/January of each year.
 - 2.9.2.4. Online Provider Services (OPS):
 - 2.9.2.4.1. Giving providers access will be done as needed upon request;
 - 2.9.2.4.2. Monitoring OPS will be done on a weekly basis.
 - 2.9.2.5. Online Referral Module (ORM):
 - 2.9.2.5.1. Administration and configuration as needed based on Child Development Bureau (CDB) will be done weekly.
 - 2.9.2.6. Child Care Online (CCO):
 - 2.9.2.6.1. Will be available upon request based on Child Development Bureau (DCB) needs.
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Exhibit A

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- 2.9.2.7. Training and Technical Assistance management Module (TTAM):
 - 2.9.2.7.1. Training and Tracking (TT):
 - 2.9.2.7.2. Entering training, trainers, host sites (facilities), training competency data will be done on a monthly basis;
 - 2.9.2.7.3. Enrolling trainees and entering information upon completion of training within five business days;
 - 2.9.2.7.4. Merging duplicate registry user accounts will be done as needed;
 - 2.9.2.7.5. Training reporting will be done on a monthly basis;
 - 2.9.2.7.6. Final competency count will be updated weekly or as requested; and
 - 2.9.2.7.7. TT Training for CCR&R staff will be done upon hire, as needed.
 - 2.9.2.7.8. Technical Assistance (TA) Management:
 - 2.9.2.7.8.1. Entering TA initiatives will be done as needed;
 - 2.9.2.7.8.2. Entering TA project, episode will be done upon completion of the project or episode;
 - 2.9.2.7.8.3. Assessing and Reporting on TA will be done on a quarterly basis; and
 - 2.9.2.7.8.4. TA Training for CCR&R staff will be done upon hire, as needed.
 - 2.9.2.8. Quality Indicators (QI):
 - 2.9.2.8.1. Will be available upon request based on Child Development Bureau (DCB) needs.
 - 2.10. The Contractor will provide statewide child care resource, referral, recruitment, and educational training and targeted technical assistance services to licensed center and family based as well as license exempt child care providers. The Contractor will:
 - 2.10.1. Offer training in five regions throughout the state,
 - 2.10.2. Offer a variety of training formats, with evening trainings, conferences, full-day events and institutes,
 - 2.10.3. Expand the use of standard host sites in each region for trainings to ensure participant comfort and to maximize adult learning as well as minimize cost,
 - 2.10.4. Provide a minimum total of 225 training opportunities, 45 of which will be Child Care Basic trainings, 60 will consist of health and safety training opportunities, and 120 will be as recommended by the CDB, Child Care Licensing, or the Spark NH Workforce and Professional Development Committee, and/or as requested by child care providers.



Exhibit A

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- 2.10.5. Seek opportunities to provide training and targeted TA to 25 programs and providers who are looking to expand or change their programs to meet the needs of families, such as providing infant/toddler care and/or adjusting their hours to accommodate evening and weekend care,
 - 2.10.6. Provide outreach within the community to market CCR&R services and to attract individuals looking to provide child care within their home as a family child care business as part of CCR&R recruitment effort,
 - 2.11. The Contractor will provide targeted technical assistance to providers to fill unmet child care needs throughout the state, including but not limited to:
 - 2.11.1. Infant care,
 - 2.11.2. Special needs care, and
 - 2.11.3. Child care during non-traditional hours.
 - 2.12. The Contractor will provide Child Care Basics Training and other workshops on a statewide level which must include health and safety training.
 - 2.12.1. The Contractor will provide "Caring for Our Children: Health, Safety, Nutrition and Wellness" Conferences. These pre-service training topics will be based on Caring for Our children Health and Safety Standards and will include but not be limited to:
 - 2.12.1.1. Preventing Spread of Infectious Disease,
 - 2.12.1.2. Prevention of Sudden Infant Death Syndrome (SIDS),
 - 2.12.1.3. Medication Administration,
 - 2.12.1.4. Prevention of and Response to Emergencies Due to Food and Allergic Reactions,
 - 2.12.1.5. Building and Physical Premises Safety,
 - ~~2.12.1.6. Prevention of Shaken Baby Syndrome,~~
 - 2.12.1.7. Emergency Preparedness,
 - 2.12.1.8. the Handling and Storage of Hazardous Materials,
 - 2.12.1.9. Transportation and Child Passenger Safety, and
 - 2.12.1.10. Child Abuse and Neglect: Including Recognition and Mandatory Reporting.
 - 2.12.2. A training track during this conference will be offered in Spanish when the conference is held in the Southern/Manchester region and/or translation services will be provided, based on need.
 - 2.13. The Contractor will market and facilitate training opportunities to ensure child care program staff, statewide, will have the opportunity to meet Child Care Licensing and Federal Office of Child Care training requirements.



Exhibit A

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- 2.13.1. Specific marketing methods that will be used to market and promote awareness of CCR&R professional development training for child care programs and providers will include:
- 2.13.1.1. Email distribution lists;
 - 2.13.1.2. Website/s;
 - 2.13.1.3. Marketing materials;
 - 2.13.1.4. Social media;
 - 2.13.1.5. Eventbrite,
 - 2.13.1.6. New Hampshire Professional Registry,
 - 2.13.1.7. Spark NH PORTAL (Professional Opportunities, Resources, Trainings and Links),
 - 2.13.1.8. Directors and Leadership Collaborations;
 - 2.13.1.9. Dual Language Learners;
 - 2.13.1.10. Child Care Resource and Referral Training and Marketing Specialist;
 - 2.13.1.11. Training Modalities;
 - 2.13.1.11.1. Instructor-led training
 - 2.13.1.11.2. E-learning;
 - 2.13.1.11.3. Webinar capability;
 - 2.13.1.11.4. Links and Resources;
 - 2.13.1.11.5. Training collaborations and partnerships; and
 - 2.13.1.11.6. Host sites.
- 2.13.2. Initial marketing will be done in September of each year when the annual training calendar is completed and disseminated.
- 2.13.2.1. This calendar will be mailed to all licensed programs and license exempt programs in the NDS database.
 - 2.13.2.2. Dissemination through Constant Contact will also take place linking programs and individuals to the posting of this calendar on the website.
 - 2.13.2.3. Constant Contact will be used on a monthly basis to remind providers that the monthly training registration is open and what trainings are available to register for.
 - 2.13.2.3.1. This will be done through the "Monthly Minutes",



Exhibit A

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- 2.13.2.3.2. Weekly updates through the "At-A-Glance" editions will also consist of training reminders for trainings coming up and for trainings that are still available for registration,
 - 2.13.2.4. Facebook will also be used as a means to market training opportunities and reminder,
 - 2.13.2.5. The "Monthly Minutes" are mailed out to programs without internet capabilities to promote equal access of training opportunities.
 - 2.13.2.6. The Annual Training Calendar will be housed for view and will be available to download on the CCR&R website and will be referenced in marketing materials and Constant Contact disseminations.
 - 2.13.2.7. Trainings will be listed for registration purposes in the NH Professional Registry. The only exception to this will be for trainings that are still being offered through Eventbrite for payment purposes.
 - 2.13.2.7.1. Eventbrite trainings will be housed in the registry as private and paid attendees will be enrolled by the Professional Development Support Coordinator and the Training and Marketing Specialist.
 - 2.13.2.8. A list of web-based training resources specifically tied to the Federal Office of Child Care training requirements will be available for program and provider use.
 - 2.13.2.8.1. This list will include but not be limited to references and links to :
 - 2.13.2.8.1.1. American Heart Association,
 - 2.13.2.8.1.2. American Red Cross,
 - 2.13.2.8.1.3. Center for Disease Control,
 - 2.13.2.8.1.4. Federal Emergency Management Agency (FEMA),
 - 2.13.2.8.1.5. Healthy Child Care America,
 - 2.13.2.8.1.6. National Resource Center for Health and Safety in Child Care and Early Education, and
 - 2.13.2.8.1.7. Zero to Three.
 - 2.14. The Contractor will provide technical assistance (TA) services to child care providers and programs with a strength-based approach throughout the state of New Hampshire and will place an emphasis on targeted TA.
 - 2.15. The Contractor will provide technical assistance specialists that meet the specific qualifications described in the New Hampshire Early Childhood Professional Development System for Mentor, Program Consultant or Allied Professional at the Master Professional level. The Technical Assistance Specialists' activities will include but not be limited to:



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- 2.15.1. Assisting with credentialing through the NH Early Childhood Professional Development System and the NH Professional Registry.
 - 2.15.2. Providing training and technical assistance in business management practices for child care programs.
 - 2.15.3. Providing technical assistance to child care programs to support them to implement the Strengthening Families approach.
 - 2.15.4. Assisting child care programs with completing a written Emergency preparedness plan based on the Incident Command System.
 - 2.15.5. Assisting child care programs to create individual professional development plans designed to increase teacher competency.
 - 2.15.6. Training child care program staff how to implement the NH Early Learning Standards.
 - 2.15.7. Assisting child care providers to participate in NH QRIS.
 - 2.15.8. Assisting child care program staff to create and update annual workforce records in the New Hampshire Professional Registry.
 - 2.15.9. Availability to answer questions via telephone, email, at onsite visits, in-person at one of the regional outreach offices and/or at SNHS CCR&R sponsored trainings and events.

3. Cultural Considerations

- 3.1. The Contractor will provide culturally responsive services to families and child care providers from diverse language and cultural backgrounds.
 - 3.1.1. CCR&R staff will receive training in cultural competency,
 - 3.1.2. Translation and Interpretation services will be provided through several venues.
 - 3.1.2.1. Staff may translate written materials or speak with families,
 - 3.1.2.2. Interpretation services will be available through the Language Line,
 - 3.1.2.3. The video remote option will provide access to American Sign Language through computers to ensure the accuracy of visual cues,
 - 3.1.2.4. Written materials will be made available in languages other than English.
 - 3.1.3. The Contractor will examine and build on current knowledge to solidify understanding of the cultural variations across the state and individualize services when necessary to meet the needs of each area.

4. Staffing

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Exhibit A

4.1. The Contractor will employ fourteen full time employees to manage and implement the required scope of services listed above. All training and TA Team staff will meet the qualifications of the NH Early Childhood Professional Development System on the Master Professional level and an emphasis will be placed on obtaining and/or being qualified for an Infant/Toddler Endorsement. Staff members shall include:

4.1.1. Program Manager (located in the Southern/Manchester/Main Office);

4.1.1.1. Must have a minimum of a Master's Degree in Early Childhood Education or a minimum of a Master's degree including a minimum of twenty-four (24) credits in approved coursework (all credit requirements must include a minimum of 3 credits focused on child growth & development);

4.1.1.2. Five (5) years, experience in early childhood education;

4.1.1.3. Planning and implementation of at least 24 hours of group training of adults over a 2 year period, or successful completion of the Trainer Development Program (TDP) and an additional 12 hours of training post TDP; and

4.1.1.4. Experience in supervision and leadership.

4.1.2. Lead Outreach Specialist (located in the Southern/Manchester/Main Office);

4.1.2.1. Must have a minimum of an Associate's Degree in Early Childhood Education or a post-graduate degree with a minimum of twenty-four (24) credit in Early Childhood Education;

4.1.2.2. Strong written and verbal communication skills;

4.1.2.3. Excellent customer service skills;

4.1.2.4. Proficient computer skills in relation to data entry, word processing and spreadsheet management; and

~~4.1.2.5. Five years, experience working with children and families in a community-based setting.~~

4.1.3. Four (4) Outreach Specialists (1- Southern/Manchester/Main, 1- Concord/Laconia, 1- Claremont/Keene, 1- Rochester/Seacoast);

4.1.3.1. Must have a minimum of an Associate's Degree in Early Childhood Education or a post-graduate degree with a minimum of twenty-four (24) credit in Early Childhood Education or approved coursework;

4.1.3.2. Proficient computer skills in relation to data entry, word processing and spreadsheet management;

4.1.3.3. Five years, experience working with children and families in a community-based setting; and

4.1.3.4. Has the documentation required Section 4.2.



Exhibit A

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- 4.1.4. Professional Development Support Coordinator (located in the Berlin/Conway/Littleton Office);
 - 4.1.4.1. Must have a minimum of a Baccalaureate Degree in Early Childhood Education or a post-graduate degree with a minimum of 24 credits in ECE or approved coursework;
 - 4.1.4.2. Strong written and verbal communication skills;
 - 4.1.4.3. Excellent customer service skills;
 - 4.1.4.4. High degree of professionalism;
 - 4.1.4.5. Proficient computer skills in relation to data entry, word processing and spreadsheet management; and
 - 4.1.4.6. Five years, experience working with children and families in a community-based setting at least two of which are in a program director supervisory or leadership role.
 - 4.1.5. Training and Marketing Specialist (locate in the Claremont/Keene Office);
 - 4.1.5.1. Must have a minimum of an Associates' Degree in Marketing, Computer Science, Graphic Design or related field,
 - 4.1.5.2. Proven experience in CCR&R services in relation to marketing and outreach activities can be substituted for field of study;
 - 4.1.5.3. Strong written and verbal communication skills;
 - 4.1.5.4. Excellent customer service and marketing skills;
 - 4.1.5.5. Proficient computer experience in relation to data entry, word processing, web design and database management and reporting;
 - 4.1.5.6. Knowledge of the Early Childhood field; and
 - 4.1.5.7. Five years' experience working in a community based setting is preferred.
 - 4.1.6. Bilingual Support Specialist (located in the Southern/Manchester/Main Office);
 - 4.1.6.1. Must be Bilingual;
 - 4.1.6.2. Must have a minimum of an Associate's Degree in Early Childhood Education, Social Work or a post-graduate degree with a minimum of 24 credits in ECE or approved coursework;
 - 4.1.6.3. Strong written and verbal communication skills;
 - 4.1.6.4. Excellent customer service skills;
 - 4.1.6.5. Proficient computer skills in relation to data entry, word processing, and spreadsheet management; and



Exhibit A

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- 4.1.6.6. Five years' experience working with children and families in a community based setting.
 - 4.1.7. Four (4) Training and Technical Assistance Specialists (2 Southern/Manchester/Main Office , 1 Rochester/Seacoast, 1 Berlin/Conway/Littleton) for the provision of TA to child care programs included in but not limited to the above mentioned regions:
 - 4.1.7.1. Must have a minimum of a Baccalaureate Degree in Early Childhood Education or a post-graduate degree with a minimum of 24 credits in ECE or approved coursework;
 - 4.1.7.2. Strong written and verbal communication skills;
 - 4.1.7.3. Excellent customer service skills and a high degree of professionalism;
 - 4.1.7.4. Proficient computer skills in relation to data entry, word processing, and spreadsheet management; and
 - 4.1.7.5. Five years' experience working in an early childhood setting, at least two of which are in a program director supervisory or leadership role.
 - 4.1.8. Infant and Toddler Specialist (located in the Concord/Laconia Office);
 - 4.1.8.1. Must have a minimum of a Baccalaureate Degree in Early Childhood Education or a post-graduate degree with a minimum of 24 credits in ECE or approved coursework of which at least 9 credits are focused on Infant/Toddler content;
 - 4.1.8.2. Strong written and verbal communication skills;
 - 4.1.8.3. Excellent customer service skills and a high degree of professionalism;
 - 4.1.8.4. Proficient computer skills in relation to data entry, word processing, ~~and spreadsheet management; and~~
 - 4.1.8.5. Five years' experience working in an early childhood setting, at least three of which must be training and/or teaching to adults on I/T content or consulting in I/T programs.
 - 4.2. The Contractor will ensure that all staff, subcontractors, and volunteers working on this contract, have documentation of a criminal background and central registry check that demonstrates no criminal offences.

5. Performance Measures

- 5.1. The Contractor will adhere to all the performance measures in the attached Exhibit "A-1 – Performance Measures and Goals."

Exhibit A-1 – Performance Measures and Goals

RFP Section	Performance Measure	SFY 2016 Goal	SFY 2017 Goal
3.2.2	The number of families receiving Financial Assistance to Needy Families (FANF) for whom child care referrals were provided.	1500	1500
3.2.2	The number of families not receiving FANF for whom child care referrals were provided.	1000	1000
3.2.2	The percentage of families receiving FANF for whom child care referrals were provided who were successful in having child care needs met.	70%	70%
3.2.2	The percentage of families not receiving FANF for whom child care referrals were provided who were successful in having child care needs met.	70%	70%
3.3.1	The number of families whose first language is not English for whom referrals were provided.	50	50
3.2.3	The number of initiatives in which CCR&R collaborates with stakeholders.	20	20
3.2.4.5	The number of updates to the NACCRRRA Data Suite (NDS) database, including deleting duplicate and/or unnecessary data.	6	6
3.2.6	The total number of training opportunities offered to child care program staff directly by CCR&R.	225	225
3.2.6	The number of Child Care Basics training opportunities offered through the New Hampshire Professional Registry (Training Registry module in the NACCRRRA Data Suite (NDS) for child care program staff.	45	45
3.2.6	The number of child care program staff who complete Child Care Basics training.	1000	1000
3.2.8	The number of health and safety training opportunities offered for child care program staff directly by CCR&R, and posted in the New Hampshire Professional Registry.	60	60
3.2.8	The number of child care program staff who complete health and safety training provided directly by CCR&R.	1500	1500
3.2.8	The number of other health and safety training opportunities made accessible through referrals to the Spark NH PORTAL and the NH Professional Registry (Training Registry module in the NACCRRRA Data Suite).	20	20
3.2.6	The number of child care providers for whom targeted technical assistance was provided to change/expand their programs in order to meet unmet child care needs.	25	25
3.2.9.1	The number of early childhood professionals for whom technical assistance was provided who are awarded one or more	70	70

Exhibit A-1 – Performance Measures and Goals

	credentials through the NH Early Childhood Professional Development System.		
3.2.9.2	The number of child care programs for whom technical assistance was provided to improve their business management practices.	50	50
3.2.9.3	The number of child care programs for whom technical assistance was provided who implement the Strengthening Families approach.	12	12
3.2.9.4	The number of child care programs for whom technical assistance was provided who complete a written Emergency Preparedness plan based on the Incident Command System.	15	15
3.2.9.5	The number of child care program staff for whom technical assistance was provided who complete an individual professional development plan designed to increase competency.	100	100
3.2.9.6	The number of child care programs for whom technical assistance was provided to implement the New Hampshire Early Learning Standards.	15	15
3.2.9.7	The number of child care programs for whom technical assistance was provided who participate in the NH Quality Rating Improvement System (QRIS).	25	25
3.2.9.8	The number of child care program staff for whom technical assistance was provided to create and/or update workforce records annually in the New Hampshire Professional Registry.	250	250
3.3.1	The number of child care providers whose first language is not English for whom technical assistance was provided.	20	20



Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.575, Federal Agency Department of Health and Human Services, Administration for Children and Families, Child Care and Development Block Grant, for the provision of services pursuant to Exhibit A, Scope of Services.
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
NH Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301
 - 2.2. Expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1.
3. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
4. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: **Southern New Hampshire Services**

Budget Request for: **Statewide Child Care Resource and Referral Services**
 (Name of RFP)

Budget Period: **July 1, 2016 - June 30, 2016**

1. Total Salary/Wages	\$	526,066.32	\$	-	\$	526,066.32	\$	4,443.92	\$	-	\$	4,443.92	\$	521,622.40	\$	-	\$	521,622.40
2. Employee Benefits	\$	189,176.36	\$	-	\$	189,176.36	\$	1,333.18	\$	-	\$	1,333.18	\$	187,843.18	\$	-	\$	187,843.18
3. Consultants	\$	51,500.00	\$	-	\$	51,500.00	\$	11,500.00	\$	-	\$	11,500.00	\$	40,000.00	\$	-	\$	40,000.00
4. Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	30,000.00	\$	-	\$	30,000.00	\$	-	\$	-	\$	-	\$	30,000.00	\$	-	\$	30,000.00
5. Supplies:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	21,432.42	\$	-	\$	21,432.42	\$	3,000.00	\$	-	\$	3,000.00	\$	18,432.42	\$	-	\$	18,432.42
6. Travel	\$	20,000.00	\$	-	\$	20,000.00	\$	-	\$	-	\$	-	\$	20,000.00	\$	-	\$	20,000.00
7. Occupancy	\$	23,500.00	\$	-	\$	23,500.00	\$	-	\$	-	\$	-	\$	23,500.00	\$	-	\$	23,500.00
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Telephone	\$	12,730.00	\$	-	\$	12,730.00	\$	-	\$	-	\$	-	\$	12,730.00	\$	-	\$	12,730.00
Postage	\$	4,000.00	\$	-	\$	4,000.00	\$	-	\$	-	\$	-	\$	4,000.00	\$	-	\$	4,000.00
Subscriptions	\$	3,500.00	\$	-	\$	3,500.00	\$	-	\$	-	\$	-	\$	3,500.00	\$	-	\$	3,500.00
Audit and Legal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance	\$	800.00	\$	-	\$	800.00	\$	-	\$	-	\$	-	\$	800.00	\$	-	\$	800.00
Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
9. Software	\$	12,000.00	\$	-	\$	12,000.00	\$	-	\$	-	\$	-	\$	12,000.00	\$	-	\$	12,000.00
10. Marketing/Communications	\$	5,000.00	\$	-	\$	5,000.00	\$	-	\$	-	\$	-	\$	5,000.00	\$	-	\$	5,000.00
11. Staff Education and Training	\$	39,000.00	\$	-	\$	39,000.00	\$	4,000.00	\$	-	\$	4,000.00	\$	35,000.00	\$	-	\$	35,000.00
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory); Indirect Costs	\$	-	\$	77,732.00	\$	77,732.00	\$	-	\$	1,860.00	\$	-	\$	1,860.00	\$	-	\$	75,872.00
TOTAL	\$	838,405.10	\$	77,732.00	\$	1,016,137.10	\$	24,277.10	\$	1,860.00	\$	26,137.10	\$	914,128.00	\$	75,872.00	\$	890,000.00
Indirect As A Percent of Direct				8.3%														

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southern New Hampshire Services

Budget Request for: Interstate Child Care Resource and Referral Services
 (Name of RFP)

Budget Period: July 1, 2016 - June 30, 2017

1. Total Salary/Wages	\$ 541,317.40	\$ -	\$ 541,317.40	\$ 4,573.40	\$ -	\$ 4,573.40	\$ 536,744.00	\$ -	\$ 536,744.00
2. Employee Benefits	\$ 199,304.32	\$ -	\$ 199,304.32	\$ 1,372.02	\$ -	\$ 1,372.02	\$ 197,932.30	\$ -	\$ 197,932.30
3. Consultants	\$ 51,500.00	\$ -	\$ 51,500.00	\$ 11,500.00	\$ -	\$ 11,500.00	\$ 40,000.00	\$ -	\$ 40,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 25,471.70	\$ -	\$ 25,471.70	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 20,471.70	\$ -	\$ 20,471.70
6. Travel	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
7. Occupancy	\$ 23,500.00	\$ -	\$ 23,500.00	\$ -	\$ -	\$ -	\$ 23,500.00	\$ -	\$ 23,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 12,730.00	\$ -	\$ 12,730.00	\$ -	\$ -	\$ -	\$ 12,730.00	\$ -	\$ 12,730.00
Postage	\$ 3,750.00	\$ -	\$ 3,750.00	\$ -	\$ -	\$ -	\$ 3,750.00	\$ -	\$ 3,750.00
Subscriptions	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
10. Marketing/Communications	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
11. Staff Education and Training	\$ 35,000.00	\$ -	\$ 35,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 35,000.00	\$ -	\$ 35,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory); Indirect Costs	\$ -	\$ 77,745.00	\$ 77,745.00	\$ -	\$ 1,873.00	\$ 1,873.00	\$ -	\$ 75,872.00	\$ 75,872.00
TOTAL	\$ 828,573.42	\$ 77,745.00	\$ 1,016,318.42	\$ 24,445.42	\$ 1,873.00	\$ 26,318.42	\$ 814,128.00	\$ 75,872.00	\$ 890,000.00
Indirect As A Percent of Direct		8.3%							



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$5,000,000; and
4. The Division reserves the right to renew the Contract for up to three (3) additional periods of two (2) years each, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

[Signature]
4-6-15

New Hampshire Department of Health and Human Services
Exhibit D



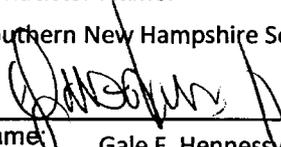
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

4-6-15
Date

Contractor Name:
Southern New Hampshire Services, Inc.


Name: Gale F. Hennessy
Title: Executive Director

Contractor Initials

GAB
Date 4-6-15



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

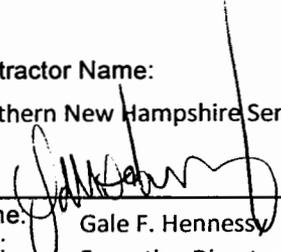
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:
Southern New Hampshire Services, Inc.

11-6-15
Date


Name: Gale F. Hennessy
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

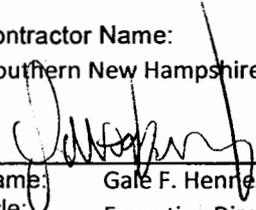
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. ~~The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.~~

4-6-15
Date

Contractor Name:
Southern New Hampshire Services, Inc.


Name: Gale F. Hennessy
Title: Executive Director

Contractor Initials 4-6-15
Date GA



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

4-6-15

**New Hampshire Department of Health and Human Services
Exhibit G**



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

4-6-13
Date

Contractor Name:
Southern New Hampshire Services, Inc.

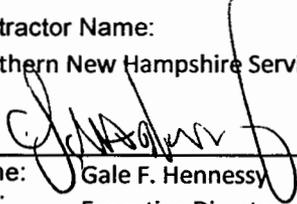

Name: Gale F. Hennessy
Title: Executive Director

Exhibit G

Contractor Initials



Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

4-6-15
Date

Contractor Name:
Southern New Hampshire Services, Inc.

Gale F. Hennessy
Name: Gale F. Hennessy
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
 - b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
 - c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
 - d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
 - e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
 - f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
 - g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
-
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
 - i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
 - j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
 - k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

-
- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
 - d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
 - e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. ~~Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.~~
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS
The State

Mary Ann Cooney
Signature of Authorized Representative

MARY ANN COONEY
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

4/24/15
Date

Southern New Hampshire Services, Inc.
Name of the Contractor

Gale F. Hennessy
Signature of Authorized Representative

Gale F. Hennessy
Name of Authorized Representative

Executive Director
Title of Authorized Representative

4-0-15
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

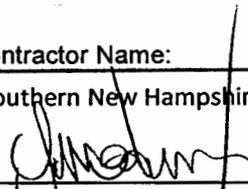
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Southern New Hampshire Services, Inc.

4-6-15
Date


Name: Gale F. Hennessy
Title: Executive Director

Contractor Initials


Date 4-6-15



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 088584065
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO X YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO X YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____